

基石投资协议

2026 年 2 月 25 号

美格智能技术股份有限公司

及

寶月湖深產投共贏企業管理有限公司

及

南通宝月湖深产投共赢企业管理合伙企业（有限合伙）

及

中国国际金融香港证券有限公司

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本协议（本「协议」）于2026年2月25日订立

订约方：

- (1) 美格智能技术股份有限公司，一家于2007年4月5日根据中国法律成立，并于2015年5月14日转制为股份有限公司的公司，其注册办事处位于中国广东省深圳市宝安区福永街道凤凰小区岭下路5号办公楼2层，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「本公司」）；
- (2) 寶月湖深產投共赢企業管理有限公司，一家在香港注册成立的公司，其注册办事处位于香港香港仔黄竹坑道25-27号甄氏大厦22楼2223室（「投资者」）；
- (3) 南通宝月湖深产投共赢企业管理合伙企业（有限合伙），一家在江苏省南通市注册成立的公司，其注册办事处位于江苏省南通市崇川区幸福街道永福路79号1号楼BEEPLUS市北科创金融中心1653室（「担保人」）；
- (4) 中国国际金融香港证券有限公司，其注册办事处地址为香港中环港景街1号国际金融中心一期29楼（「中金」）；

（中金为「独家保荐人」及「保荐人兼整体协调人」；中金及法国巴黎证券（亚洲）有限公司合称「整体协调人」及其各自为「整体协调人」）

鉴于：

- (A) 本公司已提交申请通过全球发售（「全球发售」）使其H股（定义见下文）于联交所（定义见下文）上市（「本次上市」），有关发售包括：
 - (i) 本公司作出的公开发售，以供香港公众认购H股（「香港公开发售」）；及
 - (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者进行配售）或依据《证券法》其他适用豁免登记规定，有条件配售公司发售的H股股份（可予调整（如适用）行使与否而定）（「国际发售」）。
- (B) 中金担任本次上市的独家保荐人；及中金及巴黎证券担任本次全球发售的整体协调人及资本市场中介。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。
- (D) 鉴于本公司、投资者、独家保荐人和整体协调人同意受本协议条款约束，担保人同意订立本协议及作出若干声明、保证和承诺。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(g)条所给予的涵义。

「**联系人 / 紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人 / 紧密联系人**」须据此解释。

「**《银行控股公司法》关联方**」具有《美国法典》第12编第1841(k)条中“关联方（affiliate）”一词所赋予的含义，并应依其解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日或香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「**《公司（清盘及杂项条文）条例》**」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）。

「**关连人士 / 核心关连人士**」除非文意另有所指，具有《上市规则》赋予该

词的涵义，复数形式的「**关连人士 / 核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「**控股股东**」具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**受规管实体**」指以下任何一项：

- (i) 根据《联邦法规汇编》第12编第252.82(b)条所界定并据其解释的“受规管实体（covered entity）”；
- (ii) 根据《联邦法规汇编》第12编第47.3(b)条所界定并据其解释的“受规管银行（covered bank）”；或
- (iii) 根据《联邦法规汇编》第12编第382.2(b)条所界定并据其解释的“受规管金融机构（covered FSI）”。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年6月19日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**违约权利**」具有《联邦法规汇编》（C.F.R.）第12编第252.81条、第47.2条或第382.1条（视适用情况而定）中所赋予的含义，并应依其解释。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证

或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益所有权或在其中的任何利益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**经济制裁法**」指由美国财政部外国资产控制办公室、美国国务院、美国财政部、联合国、英国财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家经济制裁机构实施的任何经济或金融制裁；

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有叙文(A)所给予的涵义。

「获弥偿方」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的

「获弥偿方」指他们中的任何一个获弥偿方。

「国际发售」具有叙文(A)所给予的涵义。

「国际发售通函」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「投资者相关信息」具有6.2(i)条所给予的涵义。

「投资者股份」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「法律」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「征费」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「上市日期」指H股首次于联交所主板上市的日期。

「《上市指南》」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「《上市规则》」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的《上市指南》、上市决策和其他要求。

「禁售期」具有第5.1条所给予的涵义。

「发售价」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「各方」指本协议指明的各方；及在文意所需之处，「一方」指他们中的任何一方。

「中国」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「初步发售通函」指预期由本公司就国际发售向有意投资者（包括投资者）

发出的初步发售通函（经不时修订或补充）。

「专业投资者」具有《证券及期货条例》附表1第1部所给予的涵义。

「招股章程」指本公司就香港公开发售拟在香港发出的最终招股章程。

「公开文件」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「合格机构买家」具有叙文(A)所给予的涵义。

「S规例」指《证券法》下的S规例。

「监管机构」具有第6.2(i)条所给予的涵义。

「相关受制裁管辖区」指与本公司相关的管辖区，该管辖区存在制裁相关法律或法规，限制其国民和/或在该管辖区注册或设立的实体直接或间接向特定国家、政府、个人或实体提供资产或服务，或以其他方式处理此类法律或法规所针对的资产。

「相关股份」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「人民币」指人民币，为中国的法定货币。

「受制裁对象」指符合下列任一情形的任何个人或实体：

- (i) 被列入相关受制裁司法管辖区依据制裁相关法律法规发布的任何目标人员或实体名单，包括但不限于美国财政部外国资产控制办公室（OFAC）、美国国务院管理的名单（不限于“特别指定国民和被封锁人员”名单），或依据经济制裁法律发布的任何目标人员名单；
- (ii) 受制裁地区的政府；
- (iii) 由前述任何主体拥有、控制或代表其行事的实体；
- (iv) 位于、组织于、居住于或从受制裁地区运营的实体；
- (v) 因与上述任何主体存在所有权、控制权或代理关系，而成为相关受制裁管辖区法律法规制裁对象的实体；或
- (vi) 依据任何经济制裁法律法规被列为制裁对象的实体。

「**受制裁地区**」指根据相关受制裁司法管辖区的制裁相关法律或法规实施全面出口、进口、金融或投资禁运的任何国家或其他地区，包括但不限于截至本协议签署之日乌克兰克里米亚地区、自称顿涅茨克人民共和国、自称卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「**证监会**」或「**香港证监会**」指香港证券及期货事务监察委员会。

「**《证券及期货条例》**」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「**联交所**」指香港联合交易所有限公司。

「**附属公司**」具有《公司条例》所给予的涵义。

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「**美元**」指美国的法定货币。

「**美国人士**」具有S规例赋予该词的涵义。

「**美国特别处置机制**」指以下各项：

- (i) 《联邦存款保险法》（Federal Deposit Insurance Act）及其项下颁布的法规；以及
- (ii) 《多德-弗兰克华尔街改革与消费者保护法》（Dodd-Frank Wall Street Reform and Consumer Protection Act）第二章及其项下颁布的法规。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；
 - (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及
 - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述「人士」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述「**包括**」之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由双方共同宽免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由本公司、独家保荐人和整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、独家保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且 (A) 是合格机构买家或 (B) (i) 并

非或将成为美国人士；(ii)位于或将位于美国境外；及(iii)根据《证券法》S规例将在离岸交易中收购投资者股份，**但前提是：**

- (a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及
- (b) 投资者和担保人 (i) 无条件及不可撤销地向本公司、独家保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契约；及 (ii) 共同及各别承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者和担保人在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

- 2.3 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

- 3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及整体协调人共同豁免）为条件：

- (a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；
- (b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；
- (c) 联交所上市委员会已批准股份上市及允许买卖H股（包括投资者股份

以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；

- (d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交易前未被驳回、撤回、撤销或作废；
- (e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及
- (f) 投资者和担保人在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确、真实及完整且不具误导性或欺骗性，以及投资者和担保人未严重违反本协议。

3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家保荐人和整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及整体协调人共同豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及/或交付（视情况而定）或安排发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、独家保荐人及/或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者和担保人权利以纠正于截至本条前述日期之期间任何违反投资者和担保人分别在本协议项下作出的各自的声明、保证、承诺、确认和承认的行为。

3.3 投资者和担保人确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、独家保荐人和整体协调人对投资者和担保人概不承担任何责任。投资者和担保人各自特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、独家保荐人和整体协调人或其各自的联属人士、高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及/或其联属人士）以其作为国际发售相关部分的国际承销商的国际

代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。

- 4.2 投资者须按上市日期前一(1)个营业日下午5点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一(1)个整营业日上午8点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.4 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家保荐人和整体协调人各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、独家保荐人和整体协调人因投资者和担保人未能遵守其于本协议下的义务而针对他们提出的任何索赔要求的权利）。在任何情况下，投资者和担保人各自按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害共同及各别承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.5 本公司、独家保荐人、整体协调人及彼等各自的附属公司、联属人士、高级管理人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表因超出本公司、独家保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、海啸、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），并且本公司、独家保荐人及整体协调人（为其本身及代表整体协调人）各自有权终止本协议。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.20条将由其全资附属公司持有时，代表其全资附属公司），与本公司、独家保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、独家保荐人和整体协调人各自的事先书面同意，投资者不会并将促使其附属人士不会自上市日期（包括该日期）起至上市日期起六(6)个月之后之日（包括该日期）内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；或(iv)同意或签订合同，或公开宣布有意进行(i)、(ii)和(iii)所述的任何此类交易；及(b)倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、整体协调人及独家保荐人。

受限于上述条款，投资人同意并向本公司、整体协调人及独家保荐人承诺，在禁售期满后的任何时间，如投资人或任何投资人附属公司交易或处置任何有关股份，或同意或订约，或宣告有意进行该等交易、投资人（代表自己或代表其公司）应采取所有合理步骤，确保该处置不会造成H股股份的市场混乱和虚假，并应遵守所有适用法律和法规以及所有主管公司所在法律管辖区的证券交易所规则，包括但不限于上市规则、公司（清盘及杂项规定）条例、公司条例和证券及期货条例）。

- 5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是在所有情况下：**
- (a) 至少提前五(5)个营业日向本公司、独家保荐人和整体协调人提供该等转让的书面通知，其中包含该全资附属公司的身份和使本公司和整体协调人满意的证据，证明预期受让人是如本公司、独家保荐人和整体协调人所要求的投资者的全资附属公司；
 - (b) 在进行该转让之前，该全资附属公司给予书面承诺（向本公司、独家保荐人和整体协调人作出，按令本公司、独家保荐人和整体协调人满意的条款和形式及以本公司、独家保荐人和整体协调人为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
 - (c) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、陈述和保证；
 - (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关

股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；

- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不将是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令本公司、独家保荐人整体协调人满意的条款和形式向本公司、独家保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及
 - (f) 该全资附属公司(A)是合资格机构买家或(B)(i)并非及将不会成为美国人士或为美国人士的账户或利益认购或申购相关股份；(ii)位于及将会位于美国境外；并(iii)将会根据《证券法》S规例在离岸交易中收购相关股份。
- 5.3 各投资者和担保人均同意及承诺，在任何时候，除非取得本公司、独家保荐人和整体协调人的事先书面同意，投资者、担保人及其各自的紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会以任何其他方式成为本公司的核心关连人士，并且投资者和其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权不得造成公众持有的公司股权（考虑在《上市规则》和联交所的解释，包括但不限于《上市规则》第19A.13A条）低于《上市规则》规定的百分比或联交所可能批准并不时适用于本公司的其他百分比规定。各投资者和担保人均同意，如果发现上述任何情况，将立即以书面形式通知本公司、整体协调人和独家保荐人。
- 5.4 各投资者和担保人均同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家保荐人和/或整体协调人合理请求向本公司、独家保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，担保人须促致投资者不会，及他们均须促致他们各自的控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股。
- 5.5 投资者、担保人及其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立

与香港《上市规则》（包括但不限于《上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者和担保人进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。

5.6 投资者将使用内部资源为认购投资者股份提供资金，无需获取任何外部融资。

6. 承认、声明、承诺和保证

6.1 各投资者和担保人共同及各别地向本公司、独家保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：

- (a) 本公司、独家保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者和担保人负有任何法律责任。投资者特此放弃以全球发售因任何原因延迟或未能在预定日期及时间完成（或根本未能完成），或发行价未在公开文件所载指示性价格区间内为由，向本公司、整体协调人及独家保荐人及其各自关联方提出任何索赔或诉讼的任何权利（如有）；
- (b) 本协议、投资者和担保人的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者和担保人，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；
- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性或欺骗性；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者和担保人无权对此提出任何异议；
- (e) 投资者确认并同意，本公司、独家保荐人及整体协调人可向政府机构（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者认购投资者股份或以其他方式根据本协议投资本公司的信息，且投资者确认并承诺披露及提供通过投资者提供或管理的掉期安排或其他金

融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；

- (f) 投资者股份将由投资者通过整体协调人及 / 或其附属人士以其作为国际发售的国际承销商的国际代表之身份认购；
- (g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件及任何适用法律接受投资者股份；
- (h) 投资者并非本公司的现有股东、关连人士或附属人士，亦不代表上述任何人士行事；
- (i) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (j) 本公司、独家保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下或另外为联交所所规定或批准的最低公众持股要求；(iii)上市规则第19A.13C条规定的最低自由流通量规定；或(iv)上市规则第18项应用指引第3.2段；
- (k) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (l) 本公司、整体协调人、独家保荐人及其各自的附属公司、代理人、董事、监事、雇员或附属人士，以及参与本次全球发售的任何其他方，均不对认购和/或收购投资者股份或与投资者股份交易相关的任何税务、法律、货币或其他经济后果承担任何责任；
- (m) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行或为任何其他司法管辖区的任何人士的利益，而有关司法管辖区适用法律允许者除外；
- (n) 如投资者依据《证券法》144A规则认购投资者股份，投资者股份将构

成《证券法》第 144 条所指的“限制性证券”；

- (o) 其明白及同意，仅可(A)依据《证券法》下第144条或其项下其他豁免规定在美国境内转让投资者股份；或(B)依据《证券法》S规例在美国境外于「离岸交易」（定义见《证券法》S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (p) 其明白，本公司、独家保荐人、整体协调人或国际发售的任何国际承销商或其各自的附属公司、联属人士、董事、监事、高级管理人员、雇员、代理人、顾问、关联方、合伙人及代表均无就《证券法》下第144条和144A规则或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (q) 除非第5.2条作出规定，否则若投资人的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (r) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及在不影响其已签订的任何保密协议的前提下，其：(i)在有关信息因投资者、担保或其各自任何联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、缔约方、合伙人及代表（「获授权接收人」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(r)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第6.1(r)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；
- (s) 以保密基准提供予投资者及 / 或担保人及 / 或其各自代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或担保人及 / 或其各自代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者及 / 或担保人在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者、担保人及 / 或其各自代表的任何其他材料不得构成于不允许发售、

招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者、担保人及 / 或其各自代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者、担保人及 / 或其各自代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
- (iii) 初步发售通函草案或招股章程草案或可能向投资者及 / 或担保人提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者及 / 或担保人及/或他们各自的代表在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (t) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；
- (u) 投资者或担保人及他们各自的任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；
- (v) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者及担保人或其各自代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (w) 在作出投资决定时，各投资者及担保人仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者及 / 或担保人的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代

理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或担保人或其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

- (x) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (y) 各投资者及担保人将遵守本协议、香港《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (z) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家保荐人、整体协调人或其各自子公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资人认购投资者股份或有关交易投资者股份的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果承担责任；
- (aa) 其明白，投资者股份目前并无公开市场，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问并未就将存在投资者股份的公开市场作出担保；

- (bb) 若全球发售因任何原因延迟、终止或未完成，本公司、独家保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或担保人或其他各自的子公司不承担任何责任；
- (cc) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权及(iii)在符合适用法律的情况下，对发售股份数量、发售价范围和最终发售价进行联交所可能批准的其他调整或重新分配；
- (dd) 除本协议及由投资者、本公司和独家保荐人及/或整体协调人签订的保密协议外，投资者与担保人并无与本公司，本公司的任何股东，独家保荐人及/或整体协调人订立其他有关全球发售的协议；
- (ee) 投资者和担保人同意于上市日期前一(1)个营业日下午5点之前（香港时间）（不论投资者股份的交付时间如何），支付总投资金额及相关经纪佣金与征费；
- (ff) 交易H股须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；
- (gg) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；
- (hh) 投资者由担保人直接全资实益拥有；

6.2 投资者及担保人共同及各别向本公司、独家保荐人和整体协调人进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有接收和使用本协议项下的信息（包括本协议、招股章程草案和初步发售通函草案）的资格，这些信息并不会违反适用于投资者及担保人的法律，也不需要投资者及担保人所在的司法权区内进行任何注册或获得许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协

议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权），因此，其履行本协议项下义务的行为不受任何第三方政府及监管机构的同意、批准和授权限制，但第3.1条所述条件除外；

- (e) 本协议已经投资者及担保人妥为授权、签立及交付，及构成可依据本协议条款对各投资者及担保人强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者及担保人的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。所有批准均未被撤销、撤回或废止，且截至本协议签署之日亦未被撤销、撤回或废止；投资者或担保人亦不知悉任何可能导致批准被撤销、撤回或废止的事实或情况。投资人和担保人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、独家保荐人和整体协调人。
- (h) 投资者及担保人签立及交付本协议，及他们各自履行本协议及认购投资者股份将不会违反或导致投资者或担保人违反：(i)投资者或担保人各自的组织章程及细则或其他组成或章程文件；或(ii)投资者或担保人就本协议下拟议的交易分别须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式分别适用于投资者或担保人的法律；或(iii)分别对投资者或担保人具有约束力的任何协议或其他文书；或(iv)分别对投资者或担保人具有司法管辖权的任何有关政府部门任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、独家保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、担保人、及其各自最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的

提供者)及/或;(iv)投资者、担保人或其相关实益拥有和紧密联系人
与本公司及其任何股东之间的任何关连关系(统称为「**投资者相关信息**」)。各投资者及担保人进一步授权本公司、独家保荐人、整体协调人或其各自联属人士、董事、监事(如适用)、高级职员、雇员、顾问及代表根据上市规则或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息;

- (j) 各投资者及担保人拥有有关财务及商业事宜的知识及经验,以致(i)其能评估投资者股份潜在投资的优点及风险;(ii)其能够承担该等投资的经济风险,包括完全损失于投资者股份的投资;(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息;及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富;
- (k) 其常规业务为买卖股份或债权证,或是专业投资者,及通过订立本协议,其不是有关本协议下拟议的交易任何独家保荐人或整体协调人;
- (l) 其为自身利益、以自营投资基准作为主事人,以投资为目的认购投资者股份,并未旨在分销其在本协议下认购的任何投资者股份,及投资者无权提名任何人士担任本公司董事或高级人员;
- (m) 投资者为专业投资者,且(i)若于美国境内认购投资者股份,其为合格机构买家;或(ii)若于美国境外认购投资者股份,其于《证券法》S规例所指「离岸交易」中如此行事且并非且将不会成为美国人士;
- (n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求;
- (o) 投资者、担保人、及其各自实益拥有人及/或联系人,以及(如有)为其行事的人(i)为投资者本人认购或收购公司的投资者股份;(ii)为独立于本公司或其联属人士的第三方;(iii)(尽管投资者与可能正订立(或已订立)本协议所述的任何其他协议的任何其他方存在关系)并非本公司的关连人士或联系人,及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士,及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事(定义见证监会发布的《公司收购、合并及股份回购守则》);(iv)具有履行本协议项下所有义务的财务能力及(v)并非受(a)本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、控股股东、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持,及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令;及(vi)与公司或其任何股东,除以书面形式向本公司、独家保荐人和整体协调人披露者外,并无任何关联关系;

- (p) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及 / 或联系人以及投资者为其行事而购买投资者股份的人士（如有）及其关联方，均非独家保荐人、整体协调人、全球协调人、账簿管理人、全球发售的牵头经理、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」且不属于《上市规则》附录F1（《股本证券的配售指引》）所载人士的任何类别。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者、担保人、其实益拥有人及其各自联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；
- (t) 除先前以书面形式通知独家保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b)《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；
- (u) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) 投资者及其董事、高级管理人员、监事（如适用）、雇员或代理人均非受制裁对象；
- (w) 认购投资者股份将遵守香港《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、独家保荐人及／或整体协调人违反该等条文的行为；
- (x) 投资者及其任何联属人士、董事、监事、高级管理人员、雇员、代理人或代表概无接受或订立任何协议或安排，以通过附函或其他方式接受本公司、本集团任何成员公司或其各自联属人士、董事、监事、高级管理人员、雇员、代理人或代表在全球发售中提供的任何直接或间接利益，亦未从事任何与《上市指南》第4.15章不符或违反该章的行为或活动；

- (y) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于香港《上市规则》规定的百分比或联交所另行批准的百分比；
- (z) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何独家保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；
- (aa) 投资者和担保人或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其控股股东或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括《上市指南》第4.15条)；
- (bb) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何H股下达订单；
- (cc) 除本此协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；
- (dd) 除先前以书面形式向本公司、独家保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品；
- (ee) 本公司、整体协调人、独家保荐人及其各自的附属公司、代理人、董事、雇员或关联方，以及参与本次全球发售的任何其他方，均不对因认购投资者股份或与投资者股份交易相关的任何税务、法律、货币或其他经济后果承担任何责任；
- (ff) 公司、整体协调人、独家保荐人或其各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他方均不对购买投资者股份或与投资者股份有关的任何交易产生的任何税务、法律、货币等经济上的或其他方面的后果承担任何责任；以及
- (gg) 担保人承诺确保投资者（包括投资者的任何及所有根据本协议的受让人）及时、妥善地履行并遵守其在本协议项下的所有协议、义务、承诺、保证、陈述、赔偿、同意、确认、确认书及契约；以及若投资者在履行或清偿任何投资者义务（包括付款义务）时因故违约，则担保人在经要求后须立即无条件按本协议规定的方式履行或促使履行、及清偿及促使清偿有关相关违约的投资者义务（包括其付款义务）（视情况而定），以使本公司、独家保荐人和整体协调人获授若投资者妥为履行及清偿投资者义务（包括付款义务）时本应获得的利益。本担

保构成一项直接、主要和无条件的义务，即在要求时向本公司、独家保荐人和整体协调人支付投资者根据本协议有责任支付的任何款项，并在要求时迅速履行投资者根据本协议承担的任何义务，而无需本公司、独家保荐人和整体协调人首先对投资者或任何其他人士采取措施。此担保将为持续担保，因此在所有投资者义务（包括付款义务）被履行及清偿之前将始终具有效力；

- (hh) 担保人同意并承诺 (i) 向投资者提供充足投资以确保其履行本协议项下义务；及 (ii) 在锁定期内未经本公司及整体协调人事先书面同意，不得直接或间接处置其在投资者中的任何法定权益或实益权益；
- (ii) 除根据本协议外，投资者或其任何控股股东、关联方及其各自实益拥有人均未通过全球发售的簿记建档程序申请或认购任何H股；及
- (jj) 投资者及其紧密联系人（定义见《上市规则》）在本公司已发行股本中的合计持股（不论直接或间接）不得导致公众（定义见《上市规则》）持有的本公司证券总数低于《上市规则》规定或联交所另行批准的百分比。

6.3 各投资者及担保人向本公司、独家保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、独家保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的条件下，若在本公司、独家保荐人和整体协调人全权看来必要，则各投资者及担保人不可撤销地同意于公开文件、营销及路演材料及本公司、独家保荐人及/或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。各投资者及担保人承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及/或本公司、独家保荐人和/或整体协调人合理要求的其他事宜的信息及/或证明文件，以确保其遵守适用法律及/或公司或证券登记规定及/或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。各投资者及担保人特此同意，其在审阅待纳入公开文件及不时提供予投资者或担保人的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者及担保人可能合理要求的修订后（如有），各投资者及担保人须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且其将于该说明发生任何变化时立即作出书面通知，并向公司、独家保荐人和整体协调人提供意见和更新信息及/或证明文件。

6.4 各投资者及担保人明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。各投资者及担保人承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者及担保人的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及

完整或变得具有误导性时立即书面通知本公司、独家保荐人及整体协调人。

- 6.5 在经要求后，投资者及担保人共同及各别同意及承诺，投资者对由于投资者或担保人或其各自高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6 投资者或担保人于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；
 - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；
 - (c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
 - (d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者、担保人或其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合香港《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及
 - (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际

发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 担保

7.1 若投资者持有任何相关股份，担保人作为主要保证人无条件且不可撤销地：

- (a) 通过持续向本公司担保投资者支付本协议项下所有款项；
- (b) 承诺确保投资者(包括投资者根据第5.2条的任何全资附属公司)妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；
- (c) 承诺向投资者提供足够的投资，以确保投资者履行其在本协议项下的义务；
- (d) 承诺在禁售期内，未经本公司、独家保荐人和整体协调人各自事先书面同意，不会出售其在投资者的全部或部分法定或实益权益；
- (e) 承诺根据要求对因投资者（包括第5.2条规定的投资者的任何全资附属公司）违反本协议、陈述、保证和承诺而直接或间接引起或产生的任何和所有损害进行全面有效的赔偿，并使每个获弥偿方免受损害；及
- (f) 放弃其要求本公司、独家保荐人和整体协调人首先对投资者进行付款或要求其付款的任何权利，前提是本公司、独家保荐人、整体协调人和担保人之间，担保人应作为主要债务人承担责任，如同其与投资者共同并分别签订了本协议。

7.2 担保人在第 7.1 条下的义务：

- (a) 构成直接、主要和无条件的义务支付本公司、独家保荐人或整体协调人要求支付投资者根据本协议有责任支付的任何款项，并根据要求及时履行投资者在本协议项下的任何义务，而无需本公司、独家保荐人或整体协调人首先对投资者或任何其他人士采取措施；及
- (b) 不得受本规定以外可能影响或损害该等义务的任何事项的影响，包括但不限于：
 - (i) 对本协议的任何修订、变更或转让或任何对本协议条款的豁免；
 - (ii) 对投资者或任何第三方的任何豁免，或给予时间或其他宽限；
 - (iii) 任何清盘、解散、重组、法律限制、无行为能力或缺乏公司权力或权力或其他影响投资者的情况(或投资者就任何此类事件采取的任何行为)；或

- (iv) 任何其他行为、事件、疏忽或不作为（无论公司、独家保荐人、整体协调人、担保人或投资者是否知道）即将或可能损害或免除担保人的责任或为担保人提供任何法律或衡平的辩护。

8. 终止

8.1 本协议可：

- (a) 根据第3.2条、第4.4条或第4.5条予以终止；
- (b) 倘若投资者或担保人或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者及 / 或担保人严重违反本协议下的声明、保证、承诺及确认），则由本公司或独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或
- (c) 经投资者、担保人、本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止。

8.2 倘若本协议根据第8.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第9.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第12条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。尽管有前述规定，第6.5条及投资者和担保人在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

9. 公告及机密性

9.1 除本协议及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人和投资者及/或担保人的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、证监会、中国证监会及/或本公司、独家保荐人及/或整体协调人受之监管的其他监管机构，及投资者及担保人的背景及本公司与投资者及担保人之间的关系可在本公司或代表本公司发行的公开文件及本公司、独家保荐人及/或整体协调人或代表本公司、独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需

要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。
- 9.2 投资者及担保人不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者及担保人已经提前咨询本公司、独家保荐人和保荐人兼整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 9.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者及担保人之间的关系及投资者及担保人的一般背景资料的任何陈述在出版之前提供给投资者及担保人审阅。各投资者及担保人须与本公司、独家保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 9.4 各投资者及担保人承诺立即提供与制备第9.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者及担保人的描述并验证该等提述，及(ii)令本公司、独家保荐人和/或整体协调人能够遵守适用的公司或证券登记及 / 或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

10. 通知

- 10.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第10.2条规定的方式发送至以下地址、传真号码或电邮地址（如适用）：

若发送至本公司，则发送至：

地址： 中国广东省深圳市宝安区福永街道凤凰小区岭下路5号
办公楼2层
邮件： peter@meigsmart.com

收件人： 黄敏

若发送至投资者，则发送至：

地址： 香港香港仔黄竹坑道25-27号甄氏大厦22楼2223室
邮件： lih@seic.group; daisx@seic.group
收件人： 李红、代淑香

若发送至担保人，则发送至：

地址： 江苏省南通市崇川区幸福街道永福路79号1号楼
BEEPLUS市北科创金融中心1653室
邮件： lih@seic.group; daisx@seic.group
收件人： 李红、代淑香

若发送至中金及整体协调人，则发送至：

地址： 香港中环港景街1号国际金融中心一期29楼
邮件： ib_tops@cicc.com.cn
收件人： Project TOPS Deal Team

- 10.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若以传真发送，则为传送确认之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

11. 一般条款

- 11.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 11.2 本协议项下独家保荐人及整体协调人的义务为各自独立承担（而非共同或共同及各别）。任何独家保荐人或整体协调人均无需对其他独家保荐人或整体协调人未能履行其在本协议项下的各自义务承担责任，且该等未履行不影响任何其他独家保荐人或整体协调人执行本协议条款的权利。尽管有前述规定，在适用法律允许的范围内，各独家保荐人及整体协调人均有权单独或与其他独家保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

- 11.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。
- 11.4 投资者、担保人、本公司、独家保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 11.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。为避免疑义，对本协议的任何修改或变更均无需事先通知或征得非协议方人士的同意。
- 11.6 本协议将仅以中文签署。
- 11.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 11.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 11.9 除与当时已经执行的该等事项有关者外及除非经投资者、担保人、本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 11.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 11.11 在本第11.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
 - (b) 本协议可终止或取消及任何条款可未经第11.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 11.12 各独家保荐人和整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者或担保人任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该独家保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 11.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权

利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

11.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
- (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

11.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

11.16 在不损害针对投资者及担保人就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者或担保人于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）有权取消本协议及本协议项下各方的所有责任即告终止。

11.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

12. 管辖法律和司法管辖权

12.1 本协议及各方之间的关系受香港法例管辖并据其解释。

12.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，及本第12.2条及仲裁程序的管辖法律须为香港法律。将有一位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时

救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

13. 豁免

- 13.1 倘若在任何司法管辖区的任何法律程序（包括但不限于仲裁程序）中，投资者或担保人已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括但不限于任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，各投资者及担保人特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

14. 法律程序文件代理

- 14.1 担保人不可撤销地委任投资者为其及代表其在香港接收送达的法律程序文件。有关送达程序文件在送达至法律程序文件代理后，有关送达须被视为已完成（不论法律程序文件是否转寄至担保人或被担保人是否接收）。
- 14.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者及担保人各自不可撤销地同意委任本公司、独家保荐人和保荐人兼整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的三十（30）天内向本公司、独家保荐人和整体协调人发送其接受委任文件的副本。

15. 对美国特别处置机制的认可

- 15.1 若全球发售的任何承销商属于受规管实体，并受到美国特别处置机制项下程序的约束，则该承销商对本协议以及其在本协议项下的任何权益及义务的转让，其效力应与在本协议及该等权益和义务受美国或美国任何州法律管辖的情况下，根据美国特别处置机制进行的转让具有同等效力。

如任何承销商属于受规管实体，或为该承销商的《银行控股公司法》关联方，并因此受到美国特别处置机制项下程序的约束，则本协议项下可针对该承销商行使的违约权利，其可行使的程度不得超过在本协议受美国或美国任何州法律管辖的情况下，根据美国特别处置机制所允许行使的程度。

16. 副本

- 16.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）

或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表:

美格智能技术股份有限公司

签署人:

A handwritten signature in black ink, appearing to be '王平' (Wang Ping), written over a horizontal line.

姓名: 王平

职衔: 执行董事、董事长兼总经理

为及代表:

寶月湖深產投共贏企業管理有限公司

签署人:

代淑香

For and on behalf of
Baoyue Lake SEIC Win-Win Enterprise Management Limited
寶月湖深產投共贏企業管理有限公司
Authorized Signature(s)

姓名: 代淑香

职衔: 授权代表

为及代表：

南通宝月湖深产投共赢企业管理合伙企业（有限合伙）

签署人：

代淑香

姓名：代淑香

职衔：授权代表



为及代表：

中国国际金融香港证券有限公司

签署人：



A handwritten signature in black ink, appearing to be '王梦' (Wang Meng), is written over a horizontal line.

姓名：王梦

职衔：总监/Director

为及代表：

中国国际金融香港证券有限公司

作为授权代表并代表本协议所定义的其他整体协调人

签署人：



A handwritten signature in black ink, appearing to be '王梦' (Wang Meng), is written over a horizontal line.

姓名：王梦

职衔：总监/Director

附表一 投资者股份

投资者股份数目

投资者股份数目应等于(1)223,000,000港元（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近100股H股的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售的架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被*按比例*扣除以满足香港公开发售下的公众需求。此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条规定或联交所另行豁免的最低公众持股量规定；及(iii)香港《上市规则》第19A.13C条规定的最低自由流通量规定；(iv)香港《上市规则》第18项应用指引第3.2段。

附表二 投资者及担保人详情

投资者

注册成立地：	香港香港仔黄竹坑道25-27号甄氏大厦22楼2223室/Unit 2223, 22/F, Yan's Tower, 25 - 27 Wong Chuk Hang Road, Aberdeen, Hong Kong
注册证书编号及法律实体识别编号：	79639408
商业登记号码：	79639408-000-01-26-4
商业地址及电话号码及联络人：	商业地址：香港香港仔黄竹坑道25-27号甄氏大厦22楼2223室/Unit 2223, 22/F, Yan's Tower, 25 - 27 Wong Chuk Hang Road, Aberdeen, Hong Kong 联络人：李红 联络电话：13928411669
主要业务：	投资控股
最终控股股东：	南通宝月湖深产投共赢企业管理合伙企业（有限合伙）
最终控股股东的注册地：	江苏省南通市崇川区幸福街道永福路79号1号楼BEEPLUS市北科创金融中心1653室
最终控股股东的商业登记号码及法律实体识别编号：	91320602MAK62RQW0D
最终控股股东的主要业务：	一般项目：以自有资金从事投资活动；财务咨询；信息咨询服务（不含许可类信息咨询服务）；企业管理咨询；企业管理（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）
股东及持有之权益：	南通宝月湖深产投共赢企业管理合伙企业（有限合伙）；持有100%股份。
投资者在招股章程中的描述：	Baoyue Lake Shenzhen Industrial Investment Win-Win Enterprise Management Limited / Baoyue Lake SEIC Win-Win Enterprise Management Limited / 寶月湖深產投共赢企業管理有限公司 寶月湖深產投共赢企業管理有限公司由南通宝月湖深产投共赢企业管理合伙企业（有限合伙）（“宝月湖深产投”）100%持有。

相关投资者类别（联交所FINI承销商名 基石投资者
单模板所述或由FINI界面要求披露）：

担保人

注册成立地：江苏省南通市崇川区幸福街道永福路79号1号楼
BEEPLUS市北科创金融中心1653室

商业登记号码及法律实体识别编号：91320602MAK62RQW0D

主要业务：一般项目：以自有资金从事投资活动；财务咨询；信息咨询服务（不含许可类信息咨询服务）；企业管理咨询；企业管理（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）

股东及持有之权益：南通宝月湖深产投共赢企业管理合伙企业（有限合伙）；持有100%股份。

担保人在招股章程中的描述：宝月共赢由南通宝月湖深产投共赢企业管理合伙企业（有限合伙）（「宝月湖深产投」）全资拥有。

宝月湖深产投是一家于 2026 年 1 月 7 日成立的有限合伙企业，总出资额为人民币 200.1 百万元。其由南通宝月湖科技股权投资基金合伙企业（有限合伙）（「宝月湖科技基金 I」）、南通宝月湖二期科技股权投资基金合伙企业（有限合伙）（「宝月湖科技基金 II」，与宝月湖科技基金 I 统称「宝月湖科技基金」）及深圳新产投私募股权基金管理有限公司（「深产投」）共同创立。宝月湖深产投由深产投管理。截至最后实际可行日期，宝月湖深产投的合伙权益由宝月湖科技基金 II 作为有限合伙人持有 84.96%、由宝月湖科技基金 I 作为有限合伙人持有 14.99%及深产投作为普通合伙人持有 0.05%。

宝月湖科技基金 I 及宝月湖科技基金 II 各自的合伙权益，由南通科创创业投资管理有限公司（「南通科创管理」）作为有限合伙人持有 99%，由深产投作为普通合伙人持有 0.5%，并由南通宝月湖科创投资集团有限公司（「南通科创集团」）作为普通合伙人持有 0.5%。南通科创管理及南通科创集团最终均由南通市崇川区政府国有资产监督管理办公室控制。宝月湖科技基金专注于发展四大重点领域的产业链，即集成电路半导体、新材料、高端装备及医疗健康。宝月湖科技基金在子基金层

面与具备产业背景或资源的普通合伙人合作，设立相应的行业专项子基金，主要采用产业公司风险投资模式。该策略促进产业链上下游企业的协同发展，构建基金与产业联动的生态系统。

深产投是一家以科技创新投资与服务为核心的资产管理公司。其核心管理团队拥有逾十年的股权基金管理和运营经验。凭借深厚的产业背景及投资经验，团队聚焦战略新兴产业，构建产业、资本与平台一体的产业投资生态。深产投的主要业务包括地方政府母基金的管理、产业直投基金管理和产业生态服务。深产投最终由独立第三方代淑香女士实益拥有及控制。

CORNERSTONE INVESTMENT AGREEMENT

February 25, 2026

MEIG SMART TECHNOLOGY CO., LTD.
(美格智能技术股份有限公司)

AND

**HARVEST INTERNATIONAL PREMIUM VALUE (SECONDARY MARKET)
FUND SPC ACTING ON BEHALF OF AND FOR THE ACCOUNT OF
HARVEST ORIENTAL SP**

AND

**CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG
SECURITIES LIMITED**

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THIS AGREEMENT (this “**Agreement**”) is made on February 25, 2026

BETWEEN:

- (1) **MEIG SMART TECHNOLOGY CO., LTD.** (美格智能技术股份有限公司), a company established under the laws of the PRC on April 5, 2007 and converted into a joint stock company with limited liability on May 14, 2015, whose registered office is at 2/F, No. 5 Lingxia Road, Fenghuang Community, Fuyong Street, Bao'an District, Shenzhen, Guangdong, PRC and a place of business in Hong Kong at 40/F, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong (the “**Company**”);
- (2) **HARVEST INTERNATIONAL PREMIUM VALUE (SECONDARY MARKET) FUND SPC acting on behalf of and for the account of HARVEST ORIENTAL SP**, an exempted company incorporated with limited liability and registered as a segregated portfolio company under the laws of the Cayman Islands under registration number 363626, whose registered office is at 89 Nexus Way, Canama Bay, Grand Cayman KY1-9009 (the “**Investor**”);
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”); and

(CICC, as the “**Sole Sponsor**” and “**Sponsor-OC**”; CICC and BNP Paribas Securities (Asia) Limited, collectively, as the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

WHEREAS:

- (A) The Company has made an application for the listing of its H Shares (as defined below) on the Stock Exchange (as defined below) (the “**Listing**”) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of H Shares by the public in Hong Kong (the “**Hong Kong Public Offering**”), and
 - (ii) a conditional placing of H Shares (subject to reallocation (if applicable)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below) or another available exemption from registration under the Securities Act (as defined below) (the “**International Offering**”).
- (B) CICC is acting as the Sole Sponsor to the Listing; and CICC and BNPP are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, including its schedules and its recitals, each of the following words and expressions shall have the following meanings unless the context otherwise requires:

“affiliate” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

“AFRC” means the Accounting and Financial Reporting Council of Hong Kong.

“Aggregate Investment Amount” means the amount equal to the Offer Price multiplied by the number of Investor Shares.

“Approvals” has the meaning given to it in Clause 6.2(g).

“associate/close associate” shall have the meaning ascribed to such term in the Listing Rules and **“associates/close associates”** shall be construed accordingly.

“BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“Brokerage” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules (as defined under the Listing Rules).

“business day” means any day (other than Saturday, Sunday or a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities.

“CCASS” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited.

“Closing” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement.

“Companies Ordinance” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time.

“Companies (Winding Up and Miscellaneous Provisions) Ordinance” means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time.

“connected person/core connected person” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“connected persons/core connected persons”** shall be construed accordingly.

“connected relationship” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules.

“Contracts (Rights of Third Parties) Ordinance” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time.

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly.

“Covered Entity” means any of the following:

- (i) a **“covered entity”** as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a **“covered bank”** as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a **“covered FSI”** as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“CSRC” means the China Securities Regulatory Commission.

“CSRC Filings” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report).

“CSRC Filing Report” means the filing report of the Company in relation to the Global Offering, including any amendments, supplements, and/or modifications thereof, submitted to the CSRC on June 19, 2025 pursuant to Article 13 of the CSRC Filing Rules.

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time.

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**dispose of**” includes, in respect of any Relevant Shares (as defined below), directly or indirectly.

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly.

“**Economic Sanctions Law**” means any economic or financial sanctions administered by Office of Foreign Assets Control (OFAC), the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority.

“**FINI**” shall have the meaning ascribed to such term to in the Listing Rules.

“**Global Offering**” has the meaning given to it in Recital (A).

“**Governmental Authority**” means any governmental, inter-governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC).

“**Group**” means the Company and its subsidiaries.

“H Share(s)” means the overseas listed foreign share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and proposed to be listed on the Stock Exchange.

“HK\$” or **“Hong Kong dollar”** means the lawful currency of Hong Kong.

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.

“Hong Kong Public Offering” has the meaning given to it in Recital (A).

“Indemnified Parties” has the meaning given to it in Clause 6.5, and **“Indemnified Party”** shall mean any one of them, as the context shall require.

“International Offering” has the meaning given to it in Recital (A).

“International Offering Circular” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering.

“Investor-related Information” has the meaning given to it in Clause 6.2(i).

“Investor Shares” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators.

“Laws” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions.

“Levies” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date) in each case, of the Aggregate Investment Amount.

“Listing Date” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange.

“Listing Guide” means the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time.

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the Listing Guide, listing decisions and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time.

“Lock-up Period” has the meaning given to it in Clause 5.1.

“Offer Price” means the final Hong Kong dollar price per H Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering.

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require.

“PRC” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan.

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time.

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO.

“Prospectus” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering.

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time.

“QIB(s)” has the meaning given to it in Recital (A).

“Regulation S” means Regulation S under the Securities Act.

“Regulators” has the meaning given to it in Clause 6.2(i).

“Relevant Sanctioned Jurisdiction” means a relevant jurisdiction that is relevant to the Company and has sanctions related law or regulation restricting, among other things, its nationals and/or entities which are incorporated or located in that jurisdiction from directly or indirectly making assets or services available to or otherwise dealing in assets of certain countries, governments, persons or entities targeted by such law or regulation.

“Relevant Shares” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise).

“RMB” means Renminbi, the lawful currency of the PRC.

“Sanctioned Target” means any person or entity that is:

- (i) designated on any list of targeted persons or entities issued under the sanctions-related law or regulation of a Relevant Sanctioned Jurisdiction, including but

not limited to, the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons,” or on any list of targeted persons issued under the Economic Sanctions Laws;

- (ii) a government of a Sanctioned Territory;
- (iii) owned or controlled by, or acting on behalf of, any of the foregoing;
- (iv) located, organized or resident in or operating from a Sanctioned Territory;
- (v) the target of sanctions under the law or regulation of a Relevant Sanctioned Jurisdiction because of a relationship of ownership, control, agency with any of the foregoing; or
- (vi) otherwise targeted under any Economic Sanctions Laws.

“**Sanctioned Territory**” means any country or other territory subject to a general export, import, financial or investment embargo under sanctions-related law or regulation of the Relevant Sanctioned Jurisdictions, including but not limited to, as of the date of this Agreement, the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria.

“**Securities Act**” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder.

“**SFC**” means The Securities and Futures Commission of Hong Kong.

“**SFO**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder.

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited.

“**subsidiary**” has the meaning given to it in the Companies Ordinance.

“**U.S.**” or “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

“**US\$**” or “**US dollar**” means the lawful currency of the United States.

“**U.S. Person**” has the meaning given to it in Regulation S.

“**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**Clause**,” “**Sub-clause**” or “**Schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and *vice versa* and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**,” “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in Clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d)

and 3.1(e) cannot be waived and the condition under Clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Overall Coordinators) and other terms and conditions of this Agreement:

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with Clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Sole Sponsor and the Overall Coordinators not later than ten (10) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and (A) is a QIB or (B) (i) is not and will not be a U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, **provided that:**

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Sole Sponsor and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Sole Sponsor and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with Clause 6.5.

The obligations of the Investor under this Clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Sole Sponsor or the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Sole Sponsor or the Overall Coordinators first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree,

the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to Clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under Clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Overall Coordinators) at or prior to the Closing:
- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
 - (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
 - (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver not having been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
 - (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;
 - (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
 - (f) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in Clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d)

and 3.1(e) cannot be waived and the condition as set out in Clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sole Sponsor and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other Party will be repaid to the Investor by such other Party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Sponsor and/or the Overall Coordinators shall cease and terminate; **provided that** termination of this Agreement pursuant to this Clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, confirmations and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Sole Sponsor or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Sole Sponsor and/or the Overall Coordinators or their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

- 4.1 Subject to Clause 3 and this Clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacity as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit by 5:00 p.m. (Hong Kong time) no later than one (1) clear business day prior to the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall

Coordinators in writing by 8:00 a.m. (Hong Kong time) no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with Clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.
- 4.4 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sole Sponsor and the Overall Coordinators) reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Sole Sponsor and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with Clause 6.5.
- 4.5 None of the Company, the Sole Sponsor, the Overall Coordinators and their respective subsidiaries, affiliates, officers, directors, supervisors (if applicable), employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their obligations under this Agreement, and each of the Company, the Sole Sponsor and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond control of the Company, the Sole Sponsor or the Overall Coordinators (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19), declaration of a national, international or regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, tsunami, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat or escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to Clause 5.2, the Investor (for itself and on behalf of its wholly-owned subsidiary where the Investor Shares are to be held by such wholly-owned subsidiary pursuant to Clause 5.2) agrees, covenants with and undertakes to the Company, the Sole Sponsor and the Overall Coordinators that without the prior written consent of each of the Company, the Sole Sponsor and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agree, enter into an agreement or publicly announce an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii); and (b) in the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor will notify the Company, the Overall Coordinators and the Sole Sponsor in writing promptly prior to the proposed disposal.

Subject to the above paragraph, the Investor agrees and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that, at any time after the expiry of the Lock-up Period, in the event that the Investor or any Investor Subsidiary into any transactions to dispose of any Relevant Shares, or agrees or contracts to, or announces an intention to enter into such transactions, the Investor (for itself or on behalf of its subsidiary) shall take all reasonable steps to ensure that such disposal would not create a disorderly and false market in the H Shares and shall comply with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO).

- 5.2 Nothing contained in Clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, **provided that**, in all cases:
- (a) No less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sole Sponsor and the Overall Coordinators in terms and form satisfactory to the Company, the Sole Sponsor and the Overall Coordinators) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the

Investor's obligations under this Agreement, including the restrictions in this Clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

- (c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in Clause 6;
- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sole Sponsor and the Overall Coordinators in terms and form satisfactory to the Company, the Sole Sponsor and the Overall Coordinators) agreeing to be bound by the Investor's obligations under this Agreement, including, without limitation, the restrictions in this Clause 5 imposed on the Investor and give the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary (A) is a QIB or (B) (i) is not and will not be a U.S. Person, or subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

- 5.3 The Investor agrees and undertakes that except with the prior written consent of the Company, the Sole Sponsor and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times, and the Investor shall not otherwise become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 19A.13A the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the

Company, the Overall Coordinators and the Sole Sponsor promptly in writing if it comes to its attention of any of the abovementioned situations.

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sole Sponsor and/or the Overall Coordinators, provide reasonable evidence to the Company, the Sole Sponsor and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and it shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering.
- 5.5 The Investor and its affiliates, directors, supervisors (if applicable), officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including but not limited to Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder(s) of the Company, any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents has entered or will enter into such arrangements or agreements.
- 5.6 The Investor will be using internal resources, without obtaining any external financing, to finance its subscription of the Investor Shares.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Sole Sponsor and the Overall Coordinators that:
- (a) each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Overall Coordinators and the Sole Sponsor and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;
 - (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be

required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is accurate, true and complete in all respects and is not misleading or deceptive;
- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor acknowledges and consents that the Company, the Sole Sponsor and the Overall Coordinators may submit information about the Investor's subscription of the Investor Shares or otherwise its investment in the Company pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which the Investor provides or manages;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, this Agreement and any applicable Laws;
- (h) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;
- (i) the number of Investor Shares may be affected by re-allocation of the H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (j) the Company, the Sole Sponsor and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares at their sole and absolute

discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company; (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise prescribed or approved by the Stock Exchange; (iii) the minimum free float requirement under Rule 19A.13C of the Listing Rules; and/or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

- (k) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sole Sponsor and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (l) neither the Company, the Overall Coordinators, the Sole Sponsor nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription for and/or acquisition of, or in relation to any dealings in, the Investor Shares;
- (m) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (n) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (o) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (p) it understands that none of the Company, the Sole Sponsor, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144, Rule 144A or

any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

- (q) except as provided for under Clause 5.2, to the extent any of the Investor Shares are held by a subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and without prejudice to any non-disclosure agreement it has entered into, it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers, agents, contractors, partners and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this Clause 6.1(r)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this Clause 6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor, and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (u) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Investor Shares;
- (v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sole Sponsor or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (w) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sole Sponsor, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the

International Offering Circular and none of the Company, the Sole Sponsor, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

- (x) none of the Sole Sponsor, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;
- (y) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sole Sponsor, the Overall Coordinators or the other underwriters in connection with the Global Offering, and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, partners or representatives nor any other party involved in the Global Offering takes any responsibility as to any tax, legal, regulatory, financial, accounting, currency or other economic or other

consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

- (aa) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Sole Sponsor, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made assurances that a public market will ever exist for the Investor Shares;
- (bb) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Sole Sponsor, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (cc) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;
- (dd) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sole Sponsor and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Sole Sponsor and the Overall Coordinators;
- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:00 p.m. (Hong Kong time) no later than one (1) clear business day prior to the Listing Date regardless of the time of the delivery of the Investor Shares;
- (ff) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;
- (gg) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Sole Sponsor and the Overall Coordinators that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft

Preliminary Offering Circular), which would not be contrary to any Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies of third parties except for the conditions set out in under Clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained, and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals are not invalidated, revoked, withdrawn or set aside and have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, revoked, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sole Sponsor and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Sole Sponsor and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sole Sponsor or the Overall Coordinators in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

- (m) the Investor is a Professional Investor and (i) if subscribing for the Investor Shares in the United States, it is a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not and will not be a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account (i) are subscribing for or acquiring the Investor Shares in the Company for the Investor’s own account; (ii) are third parties independent of the Company or any of its affiliates; (iii) are not connected persons or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iv) have the financial capacity to meet all obligations arising under this Agreement; (v) are not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing;
- (p) the Investor will use its own funds to subscribe for the Investor Shares. The Investor has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Sole Sponsor, the Overall Coordinators, the global coordinators, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriter(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client,” “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “discretionary managed portfolio” shall have the meaning

ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) save as previously notified to the Sole Sponsor and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (u) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (v) neither the Investor, its directors, officers, supervisors (where applicable), employees or agents is a Sanctioned Target;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and it will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;
- (x) neither the Investor nor any of its affiliates, directors, supervisors, officers, employees, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter or otherwise, from the Company, any member of the Group, or any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Listing Guide;
- (y) the aggregate holding (directly and indirectly) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (z) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by any associates of the Company, by any connected person of the Company, by any one of the Sole Sponsor or the Overall Coordinators,

or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

- (aa) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) has been or will be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or its controlling shareholder(s), any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;
- (bb) none of the Investor or any of its associates has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;
- (cc) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (dd) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;
- (ee) neither the Company, the Overall Coordinators, the Sole Sponsor nor any of their respective subsidiaries, agents, directors employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (ff) neither the Company, the Overall Coordinators, the Sole Sponsor nor any of their respective subsidiaries, agents, directors employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (gg) none of the Investor or any of its controlling shareholder(s), associates and their respective beneficial owners has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement; and
- (hh) the aggregate holding (direct or indirect) of the Investor and its close associates (having the meaning under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange.

- 6.3 The Investor represents and warrants to the Company, the Sole Sponsor and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Sole Sponsor and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of Clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Sole Sponsor and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Sole Sponsor and/or the Overall Coordinators to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading, and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.
- 6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in Clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Sole Sponsor, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Sole Sponsor and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sole Sponsor, the Overall Coordinators and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (if applicable), employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages (the “**Losses**”) which may be made or established against such Indemnified Party in connection with

the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, supervisors (if applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith, except to the extent that such Losses are finally judicially determined by a court of competent jurisdiction or a competent arbitral tribunal to have caused solely and directly by fraud, gross negligence, wilful misconduct or bad faith of such Indemnified Parties.

- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
 - (c) subject to payment and the Lock-up Period provided under Clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with Clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company and its controlling shareholder(s) (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and
 - (e) except as provided for in this Agreement, neither the Company, any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with Clauses 3.2, 4.4 or 4.5;
- (b) solely by any of the Company or the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the Overall Coordinators), in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to Clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of the Investor, the Company, the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the Overall Coordinators).

7.2 In the event that this Agreement is terminated in accordance with Clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under Clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under Clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, Clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Sole Sponsor, the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Sponsor and/or the Overall Coordinators is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis **provided that** such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Party is made

aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Party; and

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including without limitation the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Sole Sponsor and the Sponsor-OC in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sole Sponsor, the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Sole Sponsor, the Overall Coordinators and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in Clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sole Sponsor or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Sole Sponsor and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by Clause 9.2 to the following addresses or email addresses (as applicable):

If to the Company, to:

Address: 2/F, No. 5 Lingxia Road, Fenghuang Communit, Fuyong Street, Bao'an District, Shenzhen, Guangdong, PRC

Email: peter@meigsmart.com

Attention: Mr. Huang Min (黃敏)

If to the Investor, to:

Address: Suites 3301-02, 33/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong
Facsimile: NA
Email: hgciops@harvestai.cn
Attention: HGCI team

If to CICC and Overall Coordinators, to:

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
Email: ib_tops@cicc.com.cn
Attention: Project TOPS Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six (6) days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Sole Sponsor and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Sole Sponsor or the Overall Coordinators will be liable for any failure on the part of any of the other Sole Sponsor or Overall Coordinator to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Sole Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Sole Sponsor and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Sole Sponsor or Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.

- 10.4 The Investor, the Company, the Sole Sponsor and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with Clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Investor, the Company, the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the Overall Coordinators).
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance.
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11.
- 10.12 Each of the Sole Sponsor and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company

or the Investor) to any one or more of their affiliates. Such Sole Sponsor or Overall Coordinators shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Sub-clause notwithstanding any such delegation.

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the Overall Coordinators) shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre

Administered Arbitration Rules in force as of the date of submitting the notice of arbitration. The place of arbitration shall be Hong Kong and the governing law of this Clause 12.2 and the arbitration proceedings shall be the laws of Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including without limitation arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including without limitation arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including without limitation any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including without limitation any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. PROCESS AGENT

- 13.1 The Investor irrevocably appoints Harvest Global Capital Investments Limited at Suites 3301-02, 33/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Sole Sponsor and the Sponsor-OC, and to deliver to the Company, the Sole Sponsor and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

14. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 14.1 If any underwriter of the Global Offering that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be

effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

- 14.2 If any underwriter that is a Covered Entity or a BHC Act Affiliate of such underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

15. **COUNTERPARTS**

- 15.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

FOR AND ON BEHALF OF:

MEIG SMART TECHNOLOGY CO., LTD.

美格智能技术股份有限公司

By:

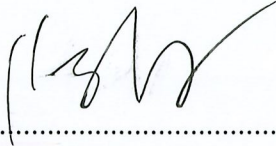
A handwritten signature in black ink, consisting of stylized, overlapping strokes that form a unique, cursive-like mark.

.....
Name: WANG Ping

Title: Executive Director, Chairman of the Board and General Manager

**FOR AND ON BEHALF OF:
HARVEST INTERNATIONAL PREMIUM VALUE (SECONDARY MARKET)
FUND SPC acting on behalf of and for the account of HARVEST ORIENTAL SP**

By:



.....
Name: Chen Di
Title: Director

**FOR AND ON BEHALF OF:
CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES
LIMITED**

By:



Name: WANG Meng

Title: Director

**FOR AND ON BEHALF OF:
CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES
LIMITED
AS ATTORNEY FOR AND ON BEHALF OF EACH OF THE OTHER
OVERALL COORDINATORS (AS DEFINED HEREIN)**

By:



Name: WANG Meng
Title: Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar 50,000,000 (HK\$50,000,000) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of the H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for the H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a *pro rata* basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; (iii) the minimum free float requirement under Rule 19A.13C; and/or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules.

SCHEDULE 2 PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	363626
Business registration number:	NA
LEI number:	NA
Business address and telephone number and contact person:	Please see above
Principal activities:	Investments
Ultimate controlling shareholder:	Harvest Global Investments Limited
Place of incorporation of ultimate controlling shareholder:	Hong Kong
Business registration number and LEI number of ultimate controlling shareholder:	NA
Principal activities of ultimate controlling shareholder:	Financial Services
Shareholder and interests held:	91% of the management shares of Harvest International Premium Value (Secondary Market) Fund SPC are held by Harvest Global Investments Limited 嘉實國際資產管理有限公司 (“ HGI ”) and 9% of the management shares are held by Harvest Global Capital Investments Limited 嘉實國際投資有限公司 (“ HGCI ”)
Description of the Investor for insertion in the Prospectus:	Harvest Oriental SP (“ Harvest Oriental ”) is a fund launched in October 2024. Harvest Oriental is a segregated portfolio of Harvest International Premium Value (Secondary Market) Fund SPC, which is a segregated portfolio company incorporated in the Cayman Islands and is an Independent Third Party. 91% of the management shares of Harvest International Premium Value (Secondary Market) Fund SPC are held by Harvest Global Investments Limited (“ HGI ”)

and 9% of the management shares are held by Harvest Global Capital Investments Limited (“**HGCI**”). Incorporated in Hong Kong in 2008, HGI is a wholly-owned subsidiary of Harvest Fund Management Co., Ltd. (“**HFM**”).

HFM is owned as to 40% by China Credit Trust Co., Ltd. (中誠信託有限責任公司) (“**China Credit Trust**”), 30% by Lixin Investment Co., Ltd. (立信投資有限責任公司) (“**Lixin Investment**”) and 30% by DWS Investments Singapore Limited (“**DWS**”), all of which are Independent Third Parties. China Credit Trust was owned by China Credit Trust Co., Ltd., which is held as to 32.92% by The People’s Insurance Company (Group) of China Limited (中國人民保險集團股份有限公司) (stock code:1339) where the Ministry of Finance of the People’s Republic of China owns 60.84% of its total issued shares. Except for Tongyuan Holding Co., Ltd. (通元控股有限公司) (“**Tongyuan Holding**”) owning 54% of the total issued shares of Lixin Investment, none of the other shareholders held more than 30% interests therein. Tongyuan Holding was ultimately controlled by Beijing Sai’ang Media Investment Co., Ltd (北京賽昂傳媒投資有限公司), which was owned by Zhao Hongzheng (趙宏征) and Wang Boyu (王伯彥) as to 65% and 35%, respectively. None of ultimate beneficial owners of DWS holds 30% or more interests therein.

HGCI, the investment manager of Harvest Oriental on a discretionary basis, is a company incorporated in Hong Kong in 2011 and licensed to carry out type 1 (dealing in securities), type 4 (advising on securities) and type 9 (asset management) regulated activities under the SFO in Hong Kong by the SFC. HGCI is principally engaged in asset management and investment advisory business. Chen Di, an Independent Third Party, is the beneficial owner who holds the largest portion of the ultimate beneficial ownership of HGCI. Harvest Oriental has four participating shareholders other than Chen Di,

none of which holds 30% or more interests therein.

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places:	Cornerstone investor

基石投资协议

2026 年 2 月 25 日

美格智能技术股份有限公司

及

JinYi Capital Multi-Strategy Fund SPC Ltd.
acting for and on behalf of Structured Credit SP Fund

及

中国国际金融香港证券有限公司

PAUL

HASTINGS

香港
花园道 1 号
中银大厦 22 楼
电话: +852.2867.1288
www.paulhastings.com

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本协议（本「协议」）于2026年2月25日订立

订约方：

- (1) 美格智能技术股份有限公司，一家于2007年4月5日根据中国法律成立，并于2015年5月14日转制为股份有限公司的公司，其注册办事处位于中国广东省深圳市宝安区福永街道凤凰小区岭下路5号办公楼2层，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「本公司」）；
- (2) **JinYi Capital Multi-Strategy Fund SPC Ltd. acting for and on behalf of Structured Credit SP Fund**，一家在Cayman Islands注册成立的公司，其注册办事处位于4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands；
- (3) 中国国际金融香港证券有限公司，其注册办事处地址为香港中环港景街1号国际金融中心一期29楼（「中金」）；

（中金为「独家保荐人」及「保荐人兼整体协调人」；中金及法国巴黎证券（亚洲）有限公司合称「整体协调人」及其各自为「整体协调人」）

鉴于：

- (A) 本公司已提交申请通过全球发售（「全球发售」）使其H股（定义见下文）于联交所（定义见下文）上市（「本次上市」），有关发售包括：
 - (i) 本公司作出的公开发售，以供香港公众认购H股（「香港公开发售」）；及
 - (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者进行配售）或依据《证券法》其他适用豁免登记规定，有条件配售公司发售的H股股份（可予调整（如适用）（「国际发售」））。
- (B) 中金担任本次上市的独家保荐人；及中金及巴黎证券担任本次全球发售的整体协调人及资本市场中介。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和

表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(g)条所给予的涵义。

「**联系人 / 紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人 / 紧密联系人**」须据此解释。

「**《银行控股公司法》关联方**」具有《美国法典》第12编第1841(k)条中“关联方（affiliate）”一词所赋予的含义，并应依其解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日或香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「**《公司（清盘及杂项条文）条例》**」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）。

「**关连人士 / 核心关连人士**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士 / 核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第

三者权利)条例》（香港法例第623章）。

「**控股股东**」具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**受规管实体**」指以下任何一项：

- (i) 根据《联邦法规汇编》第12编第252.82(b)条所界定并据其解释的“受规管实体（covered entity）”；
- (ii) 根据《联邦法规汇编》第12编第47.3(b)条所界定并据其解释的“受规管银行（covered bank）”；或
- (iii) 根据《联邦法规汇编》第12编第382.2(b)条所界定并据其解释的“受规管金融机构（covered FSI）”。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年6月19日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**违约权利**」具有《联邦法规汇编》（C.F.R.）第12编第252.81条、第47.2条或第382.1条（视适用情况而定）中所赋予的含义，并应依其解释。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性

质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益所有权或在其中的任何利益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「处置」须相应解释。

「**经济制裁法**」指由美国财政部外国资产控制办公室、美国国务院、美国财政部、联合国、英国财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家经济制裁机构实施的任何经济或金融制裁；

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有叙文(A)所给予的涵义。

「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的

「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有叙文(A)所给予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所给予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「**《上市指南》**」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「**《上市规则》**」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的《上市指南》、上市决策和其他要求。

「**禁售期**」具有第5.1条所给予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「**合格机构买家**」具有叙文(A)所给予的涵义。

「**S规例**」指《证券法》下的S规例。

「**监管机构**」具有第6.2(i)条所给予的涵义。

「**相关受制裁管辖区**」指与本公司相关的管辖区，该管辖区存在制裁相关法律或法规，限制其国民和/或在该管辖区注册或设立的实体直接或间接向特定国家、政府、个人或实体提供资产或服务，或以其他方式处理此类法律或法规所针对的资产。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**人民币**」指人民币，为中国的法定货币。

「**受制裁对象**」指符合下列任一情形的任何个人或实体：

- (i) 被列入相关受制裁司法管辖区依据制裁相关法律法规发布的任何目标人员或实体名单，包括但不限于美国财政部外国资产控制办公室（OFAC）、美国国务院管理的名单（不限于“特别指定国民和被封锁人员”名单），或依据经济制裁法律发布的任何目标人员名单；
- (ii) 受制裁地区的政府；
- (iii) 由前述任何主体拥有、控制或代表其行事的实体；
- (iv) 位于、组织于、居住于或从受制裁地区运营的实体；
- (v) 因与上述任何主体存在所有权、控制权或代理关系，而成为相关受制裁管辖区法律法规制裁对象的实体；或
- (vi) 依据任何经济制裁法律法规被列为制裁对象的实体。

「**受制裁地区**」指根据相关受制裁司法管辖区的制裁相关法律或法规实施全面出口、进口、金融或投资禁运的任何国家或其他地区，包括但不限于截至本协议签署之日乌克兰克里米亚地区、自称顿涅茨克人民共和国、自称卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚。

「《证券法》」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「证监会」或「香港证监会」指香港证券及期货事务监察委员会。

「《证券及期货条例》」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「联交所」指香港联合交易所有限公司。

「附属公司」具有《公司条例》所给予的涵义。

「美国」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「美元」指美国的法定货币。

「美国人士」具有S规例赋予该词的涵义。

「美国特别处置机制」指以下各项：

- (i) 《联邦存款保险法》（Federal Deposit Insurance Act）及其项下颁布的法规；以及
- (ii) 《多德-弗兰克华尔街改革与消费者保护法》（Dodd-Frank Wall Street Reform and Consumer Protection Act）第二章及其项下颁布的法规。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「条款」、「分条」或「附表」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例

或规则；

- (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及
- (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述「人士」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述「**包括**」之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2 投资

2.1 在满足下文第3条所述条件（或由双方共同宽免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由本公司、独家保荐人和整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、独家保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且 (A) 是合格机构买家或 (B) (i) 并非或将成为美国人士；(ii) 位于或将位于美国境外；及(iii) 根据《证券法》S规例将在离岸交易中收购投资者股份，**但前提是：**

- (a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、

声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

- (b) 投资者 (i) 无条件及不可撤销地向本公司、独家保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及 (ii) 承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

- 2.3 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

- 3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及整体协调人共同豁免）为条件：

- (a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；
- (b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；
- (c) 联交所上市委员会已批准股份上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；
- (d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交

易前未被驳回、撤回、撤销或作废；

- (e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及
- (f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确、真实及完整且不具误导性或欺骗性，以及投资者未严重违反本协议。

3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家保荐人和整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及整体协调人共同豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、独家保荐人及/或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者在本协议项下作出的声明、保证、承诺、确认和承认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、独家保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、独家保荐人和整体协调人或其各自的联属人士、高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。

4.2 投资者须按上市日期前一(1)个营业日下午5点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协

调人于上市日期前不迟于一(1)个整营业日上午8点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.4 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家保荐人和整体协调人各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、独家保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。

4.5 本公司、独家保荐人、整体协调人及彼等各自的附属公司、联属人士、高级管理人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表因超出本公司、独家保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、海啸、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），并且本公司、独家保荐人及整体协调人（为其本身及代表整体协调人）各自有权终止本协议。

5. 对投资者的限制

5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.20条将由其全资附属公司持有时，代表其全资附属公司），与本公司、独家保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、独家保荐人和整体协调人各自的事先书面同意，投资者不会并将促致其联属人士不会自上市日期

（包括该日期）起至上市日期起六(6)个月之后之日（包括该日期）内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；或（iv）同意或签订合同，或公开宣布有意进行（i）、（ii）和（iii）所述的任何此类交易；及(b)倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、整体协调人及独家保荐人。

受限于上述条款，投资人同意并向本公司、整体协调人及独家保荐人承诺，在禁售期满后的任何时间，如投资人或任何投资人附属公司交易或处置任何有关股份，或同意或订约，或宣告有意进行该等交易、投资人（代表自己或代表其公司）应采取所有合理步骤，确保该处置不会造成H股股份的市场混乱和虚假，并应遵守所有适用法律和法规以及所有主管公司所在法律管辖区的证券交易所规则，包括但不限于上市规则、公司（清盘及杂项规定）条例、公司条例和证券及期货条例）。

5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是**在所有情况下：

- (a) 至少提前五(5)个营业日向本公司、独家保荐人和整体协调人提供该等转让的书面通知，其中包含该全资附属公司的身份和使本公司和整体协调人满意的证据，证明预期受让人是如本公司、独家保荐人和整体协调人所要求的投资者的全资附属公司；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（向本公司、独家保荐人和整体协调人作出，按令本公司、独家保荐人和整体协调人满意的条款和形式及以本公司、独家保荐人和整体协调人为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、陈述和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促使该附属公司）立即，及无

论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令本公司、独家保荐人整体协调人满意的条款和形式向本公司、独家保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

- (f) 该全资附属公司(A)是合资格机构买家或(B)(i)并非及将不会成为美国人士或为美国人士的账户或利益认购或申购相关股份；(ii)位于及将会位于美国境外；并(iii)将会根据《证券法》S规例在离岸交易中收购相关股份。

- 5.3 投资者同意及承诺，在任何时候，除非取得本公司、独家保荐人和整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会以任何其他方式成为本公司的核心关连人士，并且投资者和其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权不得造成公众持有的公司股权（考虑在《上市规则》和联交所的解释，包括但不限于《上市规则》第19A.13A条）低于《上市规则》规定的百分比或联交所可能批准并不时适用于本公司的其他百分比规定。投资者同意，如果发现上述任何情况，将立即以书面形式通知本公司、整体协调人和独家保荐人。
- 5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家保荐人和/或整体协调人合理请求向本公司、独家保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促致控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股。
- 5.5 投资者及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与香港《上市规则》（包括但不限于《上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。
- 5.6 投资者将使用内部资源为认购投资者股份提供资金，无需获取任何外部融资。

6. 承认、声明、承诺和保证

6.1 投资者向本公司、独家保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：

- (a) 本公司、独家保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。投资者特此放弃以全球发售因任何原因延迟或未能在预定日期及时间完成（或根本未能完成），或发行价未在公开文件所载指示性价格区间内为由，向本公司、整体协调人及独家保荐人及其各自关联方提出任何索赔或诉讼的任何权利（如有）；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；
- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性或欺骗性；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者确认并同意，本公司、独家保荐人及整体协调人可向政府机构（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者认购投资者股份或以其他方式根据本协议投资本公司的信息，且投资者确认并承诺披露及提供通过投资者提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；
- (g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章

程文件及本协议的条款和条件及任何适用法律接受投资者股份；

- (h) 投资者并非本公司的现有股东、关连人士或联属人士，亦不代表上述任何人士行事；
- (i) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (j) 本公司、独家保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下或另外为联交所规定或批准的最低公众持股要求；(iii)上市规则第19A.13C条规定的最低自由流通量规定；或(iv)上市规则第18项应用指引第3.2段；
- (k) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (l) 本公司、整体协调人、独家保荐人及其各自的附属公司、代理人、董事、监事、雇员或联属人士，以及参与本次全球发售的任何其他方，均不对认购和/或收购投资者股份或与投资者股份交易相关的任何税务、法律、货币或其他经济后果承担任何责任；
- (m) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行或为任何其他司法管辖区的任何人士的利益，而有关司法管辖区适用法律允许者除外；
- (n) 如投资者依据《证券法》144A规则认购投资者股份，投资者股份将构成《证券法》第144条所指的“限制性证券”；
- (o) 其明白及同意，仅可(A)依据《证券法》下第144条或其项下其他豁免规定在美国境内转让投资者股份；或(B)依据《证券法》S规例在美国境外于「离岸交易」（定义见《证券法》S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

- (p) 其明白，本公司、独家保荐人、整体协调人或国际发售的任何国际承销商或其各自的附属公司、联属人士、董事、监事、高级管理人员、雇员、代理人、顾问、关联方、合伙人及代表均无就《证券法》下第144条和144A规则或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (q) 除非第5.2条作出规定，否则若投资人的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (r) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及在不影响其已签订的任何保密协议的前提下，其：(i) 在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、缔约方、合伙人及代表（「**获授权接收人**」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii) 尽力确保其获授权接收人（按照本第6.1(r)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii) 不会且将确保其获授权接收人（按照本第6.1(r)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；
- (s) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接

受认购、收购或购买任何H股或其他证券的要约或邀请；及

- (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者及/或其代表在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (t) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；
- (u) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；
- (v) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (w) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；
- (x) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况

（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

- (y) 投资者将遵守本协议、香港《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (z) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家保荐人、整体协调人或其各自子公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资人认购投资者股份或有关交易投资者股份的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果承担责任；
- (aa) 其明白，投资者股份目前并无公开市场，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问并未就将存在投资者股份的公开市场作出担保；
- (bb) 若全球发售因任何原因延迟、终止或未完成，本公司、独家保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其子公司不承担任何责任；
- (cc) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权及(iii)在符合适用法律的情况下，对发售股份数量、发售价范围和最终发售价进行联交所可能批准的其他调整或重新分配；
- (dd) 除本协议及由投资者、本公司和独家保荐人及/或整体协调人签订的保密协议外，投资者并无与本公司，本公司的任何股东，独家保荐人及/或整体协调人订立其他有关全球发售的协议；

- (ee) 投资者同意于上市日期前一(1)个营业日下午5点之前（香港时间）（不论投资者股份的交付时间如何），支付总投资金额及相关经纪佣金与征费；
- (ff) 交易H股须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；
- (gg) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；

6.2 投资者向本公司、独家保荐人和整体协调人进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有接收和使用本协议项下的信息（包括本协议、招股章程草案和初步发售通函草案）的资格，这些信息并不会违反适用于投资者的法律，也不需要投资者所在的司法权区内进行任何注册或获得许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权），因此，其履行本协议项下义务的行为不受任何第三方政府及监管机构的同意、批准和授权限制，但第3.1条所述条件除外；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。所有批准均未被撤销、撤回或废止，且截至本协议签署之日亦未被撤销、撤回或废止；投资者亦不知悉任何可能导致批准被撤销、撤回或废止的事实或情况。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公

司、独家保荐人和整体协调人。

- (h) 投资者签订及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、独家保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）及/或；(iv)投资者或其实益拥有人和紧密联系人及本公司及其任何股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、独家保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据上市规则或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易的任何独家保荐人或整体协调人；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；
- (m) 投资者为专业投资者，且(i)若于美国境内认购投资者股份，其为合格机构买家；或(ii)若于美国境外认购投资者股份，其于《证券法》S规例所指「离岸交易」中如此行事且并非且将不会成为美国人士；

- (n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；
- (o) 投资者及其实益拥有人及 / 或联系人，以及（如有）为其行事的人(i) 为投资者本人认购或收购公司的投资者股份；(ii) 为独立于本公司或其联属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv) 具有履行本协议项下所有义务的财务能力及(v) 并非受(a) 本公司的任何核心关连人士或(b) 本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、控股股东、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接受融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；及(vi) 与公司或其任何股东，除以书面形式向本公司、独家保荐人和整体协调人披露者外，并无任何关联关系；
- (p) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及 / 或联系人以及投资者为其行事而购买投资者股份的人士（如有）及其关联方，均非独家保荐人、整体协调人、全球协调人、账簿管理人、全球发售的牵头经理、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」且不属于《上市规则》附录F1（《股本证券的配售指引》）所载人士的任何类别。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；
- (t) 除先前以书面形式通知独家保荐人和整体协调人外，投资者及其实益拥有人均不属于(a) 联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b) 《上市规则》(包括第12.08A条)要求须于本公司

的分配结果公告识别的任何承销商组别；

- (u) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) 投资者及其董事、高级管理人员、监事（如适用）、雇员或代理人均非受制裁对象；
- (w) 认购投资者股份将遵守香港《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、独家保荐人及／或整体协调人违反该等条文的行为；
- (x) 投资者及其任何联属人士、董事、监事、高级管理人员、雇员、代理人或代表概无接受或订立任何协议或安排，以通过附函或其他方式接受本公司、本集团任何成员公司或其各自联属人士、董事、监事、高级管理人员、雇员、代理人或代表在全球发售中提供的任何直接或间接利益，亦未从事任何与《上市指南》第4.15章不符或违反该章的行为或活动；
- (y) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于香港《上市规则》规定的百分比或联交所另行批准的百分比；
- (z) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何独家保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；
- (aa) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其控股股东或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括《上市指南》第4.15条)；
- (bb) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何H股下达订单；
- (cc) 除本此协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；
- (dd) 除先前以书面形式向本公司、独家保荐人和整体协调人披露者外，投

资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品；

- (ee) 本公司、整体协调人、独家保荐人及其各自的附属公司、代理人、董事、雇员或关联方，以及参与本次全球发售的任何其他方，均不对因认购投资者股份或与投资者股份交易相关的任何税务、法律、货币或其他经济后果承担任何责任；
- (ff) 公司、整体协调人、独家保荐人或其各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他方均不对购买投资者股份或与投资者股份有关的任何交易产生的任何税务、法律、货币等经济上的或其他方面的后果承担任何责任；以及
- (gg) 除根据本协议外，投资者或其任何控股股东、关联方及其各自实益拥有人均未通过全球发售的簿记建档程序申请或认购任何H股；及
- (hh) 投资者及其紧密联系人（定义见《上市规则》）在本公司已发行股本中的合计持股（不论直接或间接）不得导致公众（定义见《上市规则》）持有的本公司证券总数低于《上市规则》规定或联交所另行批准的百分比。

6.3 投资者向本公司、独家保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、独家保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、独家保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家保荐人及 / 或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、独家保荐人和/或整体协调人合理要求的其他事宜的信息及 / 或证明文件，以确保其遵守适用法律及 / 或公司或证券登记规定及 / 或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且其将于该说明发生任何变化时立即作出书面通知，并向公司、独家保荐人和整体协调人提供意见和更新信息及/或证明文件。

6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、

协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家保荐人及整体协调人。

- 6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6 投资者于第6.1、6.2、6.3、6.4及6.56.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；
 - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；
 - (c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
 - (d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合香港《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及
 - (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际

发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.4条或第4.5条予以终止；
- (b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或
- (c) 经投资者、本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止。

7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、证监会、中国证监会及/或本公司、独家保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、独家保荐人及/或整体协调人或代表本公司、独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、

监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。
- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、独家保荐人和保荐人兼整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人和/或整体协调人能够遵守适用的公司或证券登记及 / 或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

- 9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址、传真号码或电邮地址（如适用）：

若发送至本公司，则发送至：

地址： 中国广东省深圳市宝安区福永街道凤凰小区岭下路5号
办公楼2层
邮件： peter@meigsmart.com
收件人： 黄敏

若发送至投资者，则发送至：

地址： 北京市朝阳区东三环中路24号楼乐成中心B座1101室

邮件: operation@jinyicapital.com
收件人: Operation Team

若发送至中金及整体协调人, 则发送至:

地址: 香港中环港景街1号国际金融中心一期29楼
邮件: ib_tops@cicc.com.cn
收件人: Project TOPS Deal Team

- 9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收: 若为专人递送则于交付之时; 及若以传真发送, 则为传送确认之时; 及若通过电子邮件发送, 则为在发送时间后立即视为已获接收(以发件人发送电子邮件的设备上记录为准, 无论电子邮件是否已被确认, 除非发件人收到自动消息表示电子邮件未送达); 及若通过预付邮件发送(在无提前接收证据的情况下), 则为邮递48小时之后(或若通过空邮发送, 则为六(6)日后)。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务, 且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外, 该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2 本协议项下独家保荐人及整体协调人的义务为各自独立承担(而非共同或共同及各别)。任何独家保荐人或整体协调人均无需对其他独家保荐人或整体协调人未能履行其在本协议项下的各自义务承担责任, 且该等未履行不影响任何其他独家保荐人或整体协调人执行本协议条款的权利。尽管有前述规定, 在适用法律允许的范围内, 各独家保荐人及整体协调人均有权单独或与其他独家保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。
- 10.3 除明显错误外, 就本协议而言, 本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。
- 10.4 投资者、本公司、独家保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及/或批准时应通力合作。
- 10.5 除非经各方或其代表以书面形式作出且签立, 否则本协议之任何更改或变动不得生效。为避免疑义, 对本协议的任何修改或变更均无需事先通知或征得非协议方人士的同意。

- 10.6 本协议将仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经投资者、本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
 - (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12 各独家保荐人和整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该独家保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将订立及执行并促使订立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，及本第11.2条及仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括但不限于仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或

协助执行任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括但不限于任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 法律程序文件代理

- 13.1 投资者不可撤销地在香港委任位于香港特别行政区九龙海滨道77号海滨汇5楼5-161的香港进益资产管理有限公司为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否转寄至投资者或投资者是否接收）。
- 13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、独家保荐人和保荐人兼整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的三十（30）天内向本公司、独家保荐人和整体协调人发送其接受委任文件的副本。

14. 对美国特别处置机制的认可

- 14.1 若全球发售的任何承销商属于受规管实体，并受到美国特别处置机制项下程序的约束，则该承销商对本协议以及其在本协议项下的任何权益及义务的转让，其效力应与在本协议及该等权益和义务受美国或美国任何州法律管辖的情况下，根据美国特别处置机制进行的转让具有同等效力。
- 14.2 如任何承销商属于受规管实体，或为该承销商的《银行控股公司法》关联方，并因此受到美国特别处置机制项下程序的约束，则本协议项下可针对该承销商行使的违约权利，其可行使的程度不得超过在本协议受美国或美国任何州法律管辖的情况下，根据美国特别处置机制所允许行使的程度。

15. 副本

- 15.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表:

美格智能技术股份有限公司

签署人:

A handwritten signature in black ink, appearing to be '王平' (Wang Ping), written over a horizontal line.

姓名: 王平

职衔: 执行董事、董事长兼总经理

为及代表:

JinYi Capital Multi-Strategy Fund SPC Ltd.
acting for and on behalf of
Structured Credit SP Fund

签署人:



姓名: Xiang FAN

职衔: 授权代表

为及代表：

中国国际金融香港证券有限公司

签署人：



A handwritten signature in black ink, appearing to be '王梦' (Wang Meng), is written over a horizontal line.

姓名：王梦

职衔：总监/Director

为及代表：

中国国际金融香港证券有限公司

作为授权代表并代表本协议所定义的其他整体协调人

签署人：



A handwritten signature in black ink, appearing to be '王梦' (Wang Meng), is written over a horizontal line.

姓名：王梦

职衔：总监/Director

附表一 投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于1,500,000美元的港元（采用招股章程所披露的汇率计算）（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近100股H股的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售的架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条规定或联交所另行豁免的最低公众持股量规定；及(iii)香港《上市规则》第19A.13C条规定的最低自由流通量规定；(iv)香港《上市规则》第18项应用指引第3.2段。

附表二 投资者详情

投资者

注册成立地：	开曼群岛
注册证书编号及法律实体识别编号：	HS-308945
商业登记号码：	NA
商业地址及电话号码及联络人：	北京市朝阳区东三环中路24号楼乐成中心B座1101室+86 10 6553 5621 Operation Team
主要业务：	基金
最终控股股东：	范响
最终控股股东的注册地：	中国
最终控股股东的商业登记号码及LEI号码：	NA
最终控股股东的主要业务：	NA
股东及持有之权益：	65%
相关投资者类别（联交所FINI承销商名单模板所述或由FINI界面要求披露）：	基石投资者
投资者在招股章程中的描述：	JinYi Capital 是一家于开曼群岛注册成立的获豁免公司。进益（天津）资产管理有限责任公司为 JinYi Capital 的投资管理人，并最终由 Fan Xiang 控制。

除独立第三方 Fan Xiang 持有 JinYi Capital 65% 合伙权益外，JinYi Capital 并无其他持有 30% 或以上权益的最终实益拥有人。参与全球发售的 JinYi Capital Multi-Strategy Fund SPC Ltd. – Structured Credit SP Fund 之资金来源于清华大学教育基金会。清华大学教育基金会成立于 1994 年，是一家在中国民政部登记注册并获批准的全国性非公募性基金，由中国教育部作为业务主管单位。清华大学教育基金会由清华大学发起设立，其资金主要来源于社会捐赠。根据《慈善组织保值增值投资活动管理暂行办法》及其他适用法规，该基金会可投资符合相关要求的金融产品（包括但不限于理财产品、

公募证券、私募基金及私募资产管理产品），以实现资产保值增值，支持教育及慈善事业发展。

基石投资协议

2026 年 2 月 25 日

美格智能技术股份有限公司

及

锐明电子有限公司

及

中国国际金融香港证券有限公司

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本协议（本「协议」）于2026年2月25日订立

订约方：

- (1) 美格智能技术股份有限公司，一家于2007年4月5日根据中国法律成立，并于2015年5月14日转制为股份有限公司的公司，其注册办事处位于中国广东省深圳市宝安区福永街道凤凰小区岭下路5号办公楼2层，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「本公司」）；
- (2) 锐明电子有限公司，一家于2013年05月31日注册成立的公司，其注册办事处地址位于香港新界青衣长达路14-20号伟力工业大厦B座12楼4-6室；
- (3) 中国国际金融香港证券有限公司，其注册办事处地址为香港中环港景街1号国际金融中心一期29楼（「中金」）；

（中金为「独家保荐人」及「保荐人兼整体协调人」；中金及法国巴黎证券（亚洲）有限公司合称「整体协调人」及其各自为「整体协调人」）

鉴于：

- (A) 本公司已提交申请通过全球发售（「全球发售」）使其H股（定义见下文）于联交所（定义见下文）上市（「本次上市」），有关发售包括：
 - (i) 本公司作出的公开发售，以供香港公众认购H股（「香港公开发售」）；及
 - (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者进行配售）或依据《证券法》其他适用豁免登记规定，有条件配售公司发售的H股股份（可予调整（如适用）行使与否而定）（「国际发售」）。
- (B) 中金担任本次上市的独家保荐人；及中金及巴黎证券担任本次全球发售的整体协调人及资本市场中介。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

- 1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(g)条所给予的涵义。

「**联系人 / 紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人 / 紧密联系人**」须据此解释。

「**《银行控股公司法》关联方**」具有《美国法典》第12编第1841(k)条中“关联方（affiliate）”一词所赋予的含义，并应依其解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日或香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「**《公司（清盘及杂项条文）条例》**」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）。

「**关连人士 / 核心关连人士**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士 / 核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「**控股股东**」具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」

须据此解释。

「**受规管实体**」指以下任何一项：

- (i) 根据《联邦法规汇编》第12编第252.82(b)条所界定并据其解释的“受规管实体（covered entity）”；
- (ii) 根据《联邦法规汇编》第12编第47.3(b)条所界定并据其解释的“受规管银行（covered bank）”；或
- (iii) 根据《联邦法规汇编》第12编第382.2(b)条所界定并据其解释的“受规管金融机构（covered FSI）”。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年6月19日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**违约权利**」具有《联邦法规汇编》（C.F.R.）第12编第252.81条、第47.2条或第382.1条（视适用情况而定）中所赋予的含义，并应依其解释。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益所有权或在其中的任何利益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**经济制裁法**」指由美国财政部外国资产控制办公室、美国国务院、美国财政部、联合国、英国财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家经济制裁机构实施的任何经济或金融制裁；

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有叙文(A)所给予的涵义。

「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的

「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有叙文(A)所给予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）

发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所给予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「**《上市指南》**」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「**《上市规则》**」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的《上市指南》、上市决策和其他要求。

「**禁售期**」具有第5.1条所给予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其

他文件和公告（均经不时修订或补充）。

「**合格机构买家**」具有叙文(A)所给予的涵义。

「**S规例**」指《证券法》下的S规例。

「**监管机构**」具有第6.2(i)条所给予的涵义。

「**相关受制裁管辖区**」指与本公司相关的管辖区，该管辖区存在制裁相关法律或法规，限制其国民和/或在该管辖区注册或设立的实体直接或间接向特定国家、政府、个人或实体提供资产或服务，或以其他方式处理此类法律或法规所针对的资产。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**人民币**」指人民币，为中国的法定货币。

「**受制裁对象**」指符合下列任一情形的任何个人或实体：

- (i) 被列入相关受制裁司法管辖区依据制裁相关法律法规发布的任何目标人员或实体名单，包括但不限于美国财政部外国资产控制办公室（OFAC）、美国国务院管理的名单（不限于“特别指定国民和被封锁人员”名单），或依据经济制裁法律发布的任何目标人员名单；
- (ii) 受制裁地区的政府；
- (iii) 由前述任何主体拥有、控制或代表其行事的实体；
- (iv) 位于、组织于、居住于或从受制裁地区运营的实体；
- (v) 因与上述任何主体存在所有权、控制权或代理关系，而成为相关受制裁管辖区法律法规制裁对象的实体；或
- (vi) 依据任何经济制裁法律法规被列为制裁对象的实体。

「**受制裁地区**」指根据相关受制裁司法管辖区的制裁相关法律或法规实施全面出口、进口、金融或投资禁运的任何国家或其他地区，包括但不限于截至本协议签署之日乌克兰克里米亚地区、自称顿涅茨克人民共和国、自称卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「证监会」或「香港证监会」指香港证券及期货事务监察委员会。

「《证券及期货条例》」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「联交所」指香港联合交易所有限公司。

「附属公司」具有《公司条例》所给予的涵义。

「美国」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「美元」指美国的法定货币。

「美国人士」具有S规例赋予该词的涵义。

「美国特别处置机制」指以下各项：

- (i) 《联邦存款保险法》（Federal Deposit Insurance Act）及其项下颁布的法规；以及
- (ii) 《多德-弗兰克华尔街改革与消费者保护法》（Dodd-Frank Wall Street Reform and Consumer Protection Act）第二章及其项下颁布的法规。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「条款」、「分条」或「附表」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；

- (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及
- (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述「人士」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述「包括」之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由双方共同宽免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由本公司、独家保荐人和整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、独家保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且 (A) 是合格机构买家或 (B) (i)并非或将成为美国人士；(ii)位于或将位于美国境外；及(iii)根据《证券法》S规例将在离岸交易中收购投资者股份，**但前提是：**

- (a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代

表该全资附属公司作出；及

- (b) 投资者 (i) 无条件及不可撤销地向本公司、独家保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及 (ii) 承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

- 2.3 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

- 3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及整体协调人共同豁免）为条件：

- (a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；
- (b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；
- (c) 联交所上市委员会已批准股份上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；
- (d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交易前未被驳回、撤回、撤销或作废；

- (e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及
 - (f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确、真实及完整且不具误导性或欺骗性，以及投资者未严重违反本协议。
- 3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家保荐人和整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及整体协调人共同豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、独家保荐人及/或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者在本协议项下作出的声明、保证、承诺、确认和承认的行为。
- 3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、独家保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、独家保荐人和整体协调人或其各自的联属人士、高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。
- 4.2 投资者须按上市日期前一(1)个营业日下午5点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一(1)个整营业日上午8点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至

整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

- 4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.4 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家保荐人和整体协调人各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、独家保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.5 本公司、独家保荐人、整体协调人及彼等各自的附属公司、联属人士、高级管理人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表因超出本公司、独家保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、海啸、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），并且本公司、独家保荐人及整体协调人（为其本身及代表整体协调人）各自有权终止本协议。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.20条将由其全资附属公司持有时，代表其全资附属公司），与本公司、独家保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、独家保荐人和整体协调人各自的事先书面同意，投资者不会并将促使其联属人士不会自上市日期（包括该日期）起至上市日期起六(6)个月后之日（包括该日期）内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何

相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；或（iv）同意或签订合同，或公开宣布有意进行（i）、（ii）和（iii）所述的任何此类交易；及(b)倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、整体协调人及独家保荐人。

受限于上述条款，投资人同意并向本公司、整体协调人及独家保荐人承诺，在禁售期满后的任何时间，如投资人或任何投资人附属公司交易或处置任何有关股份，或同意或订约，或宣告有意进行该等交易、投资人（代表自己或代表其公司）应采取所有合理步骤，确保该处置不会造成H股股份的市场混乱和虚假，并应遵守所有适用法律和法规以及所有主管公司所在法律管辖区的证券交易所规则，包括但不限于上市规则、公司（清盘及杂项规定）条例、公司条例和证券及期货条例）。

5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是在所有情况下：**

- (a) 至少提前五(5)个营业日向本公司、独家保荐人和整体协调人提供该等转让的书面通知，其中包含该全资附属公司的身份和使本公司和整体协调人满意的证据，证明预期受让人是如本公司、独家保荐人和整体协调人所要求的投资者的全资附属公司；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（向本公司、独家保荐人和整体协调人作出，按令本公司、独家保荐人和整体协调人满意的条款和形式及以本公司、独家保荐人和整体协调人为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、陈述和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不将是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资

附属公司须或投资者须促致该附属公司发出书面承诺（以令本公司、独家保荐人整体协调人满意的条款和形式向本公司、独家保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

- (f) 该全资附属公司(A)是合格机构买家或(B)(i)并非及将不会成为美国人士或为美国人士的账户或利益认购或申购相关股份；(ii)位于及将会位于美国境外；并(iii)将会根据《证券法》S规例在离岸交易中收购相关股份。
- 5.3 投资者同意及承诺，在任何时候，除非取得本公司、独家保荐人和整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会以任何其他方式成为本公司的核心关连人士，并且投资者和其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权不得造成公众持有的公司股权（考虑在《上市规则》和联交所的解释，包括但不限于《上市规则》第19A.13A条）低于《上市规则》规定的百分比或联交所可能批准并不时适用于本公司的其他百分比规定。投资者同意，如果发现上述任何情况，将立即以书面形式通知本公司、整体协调人和独家保荐人。
- 5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家保荐人和/或整体协调人合理请求向本公司、独家保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促致控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股。
- 5.5 投资者及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与香港《上市规则》（包括但不限于《上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。
- 5.6 投资者将使用内部资源为认购投资者股份提供资金，无需获取任何外部融资。
6. 承认、声明、承诺和保证

6.1 投资者向本公司、独家保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：

- (a) 本公司、独家保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。投资者特此放弃以全球发售因任何原因延迟或未能在预定日期及时间完成（或根本未能完成），或发行价未在公开文件所载指示性价格区间内为由，向本公司、整体协调人及独家保荐人及其各自关联方提出任何索赔或诉讼的任何权利（如有）；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；
- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性或欺骗性；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者确认并同意，本公司、独家保荐人及整体协调人可向政府机构（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者认购投资者股份或以其他方式根据本协议投资本公司的信息，且投资者确认并承诺披露及提供通过投资者提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；
- (g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件及任何适用法律接受投资者股份；

- (h) 投资者并非本公司的现有股东、关连人士或联属人士，亦不代表上述任何人士行事；
- (i) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (j) 本公司、独家保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下或另外为联交所所规定或批准的最低公众持股要求；(iii)上市规则第19A.13C条规定的最低自由流通量规定；或(iv)上市规则第18项应用指引第3.2段；
- (k) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (l) 本公司、整体协调人、独家保荐人及其各自的附属公司、代理人、董事、监事、雇员或联属人士，以及参与本次全球发售的任何其他方，均不对认购和/或收购投资者股份或与投资者股份交易相关的任何税务、法律、货币或其他经济后果承担任何责任；
- (m) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行或为任何其他司法管辖区的任何人士的利益，而有关司法管辖区适用法律允许者除外；
- (n) 如投资者依据《证券法》144A规则认购投资者股份，投资者股份将构成《证券法》第144条所指的“限制性证券”；
- (o) 其明白及同意，仅可(A)依据《证券法》下第144条或其项下其他豁免规定在美国境内转让投资者股份；或(B)依据《证券法》S规例在美国境外于「离岸交易」（定义见《证券法》S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (p) 其明白，本公司、独家保荐人、整体协调人或国际发售的任何国际承

销商或其各自的附属公司、联属人士、董事、监事、高级管理人员、雇员、代理人、顾问、关联方、合伙人及代表均无就《证券法》下第144条和144A规则或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；

- (q) 除非第5.2条作出规定，否则若投资人的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (r) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及在不影响其已签订的任何保密协议的前提下，其：**(i)**在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、缔约方、合伙人及代表（「**获授权接收人**」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；**(ii)**尽力确保其获授权接收人（按照本第6.1(r)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及**(iii)**不会且将确保其获授权接收人（按照本第6.1(r)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；
- (s) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及

- (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者及/或其代表在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (t) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；
- (u) 投资者及其任何附属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；
- (v) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (w) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和附属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其附属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何法律责任；
- (x) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声

(t) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；

(u) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；

(v) 其已获其认为对评估认购投资者股份的的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

(w) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将会不会依赖本公司、独家保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

(x) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声

明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

- (y) 投资者将遵守本协议、香港《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (z) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家保荐人、整体协调人或其各自子公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资人认购投资者股份或有关交易投资者股份的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果承担责任；
- (aa) 其明白，投资者股份目前并无公开市场，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问并未就将存在投资者股份的公开市场作出担保；
- (bb) 若全球发售因任何原因延迟、终止或未完成，本公司、独家保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其子公司不承担任何责任；
- (cc) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权及(iii)在符合适用法律的情况下，对发售股份数量、发售价范围和最终发售价进行联交所可能批准的其他调整或重新分配；
- (dd) 除本协议及由投资者、本公司和独家保荐人及/或整体协调人签订的保密协议外，投资者并无与本公司，本公司的任何股东，独家保荐人及/或整体协调人订立其他有关全球发售的协议；
- (ee) 投资者同意于上市日期前一(1)个营业日下午5点之前（香港时间）

（不论投资者股份的交付时间如何），支付总投资金额及相关经纪佣金与征费；

- (ff) 交易H股须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；
- (gg) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；

6.2 投资者向本公司、独家保荐人和整体协调人进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有接收和使用本协议项下的信息（包括本协议、招股章程草案和初步发售通函草案）的资格，这些信息并不会违反适用于投资者的法律，也不需要投资者所在的司法权区内进行任何注册或获得许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权），因此，其履行本协议项下义务的行为不受任何第三方政府及监管机构的同意、批准和授权限制，但第3.1条所述条件除外；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。所有批准均未被撤销、撤回或废止，且截至本协议签署之日亦未被撤销、撤回或废止；投资者亦不知悉任何可能导致批准被撤销、撤回或废止的事实或情况。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、独家保荐人和整体协调人。

- (h) 投资者签订及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、独家保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）及/或；(iv)投资者或其实益拥有人和紧密联系人及本公司及其任何股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、独家保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据上市规则或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易任何独家保荐人或整体协调人；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；
- (m) 投资者为专业投资者，且(i)若于美国境内认购投资者股份，其为合格机构买家；或(ii)若于美国境外认购投资者股份，其于《证券法》S 规则所指「离岸交易」中如此行事且并非且将不会成为美国人士；

- (n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；
- (o) 投资者及其实益拥有人及 / 或联系人，以及（如有）为其行事的人(i) 为投资者本人认购或收购公司的投资者股份；(ii) 为独立于本公司或其联属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv) 具有履行本协议项下所有义务的财务能力及(v) 并非受(a) 本公司的任何核心关连人士或(b) 本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、控股股东、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；及(vi) 与公司或其任何股东，除以书面形式向本公司、独家保荐人和整体协调人披露者外，并无任何关联关系；
- (p) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及 / 或联系人以及投资者为其行事而购买投资者股份的人士（如有）及其关联方，均非独家保荐人、整体协调人、全球协调人、账簿管理人、全球发售的牵头经理、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」且不属于《上市规则》附录F1（《股本证券的配售指引》）所载人士的任何类别。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；
- (t) 除先前以书面形式通知独家保荐人和整体协调人外，投资者及其实益拥有人均不属于(a) 联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b) 《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；

- (u) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) 投资者及其董事、高级管理人员、监事（如适用）、雇员或代理人均非受制裁对象；
- (w) 认购投资者股份将遵守香港《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、独家保荐人及／或整体协调人违反该等条文的行为；
- (x) 投资者及其任何联属人士、董事、监事、高级管理人员、雇员、代理人或代表概无接受或订立任何协议或安排，以通过附函或其他方式接受本公司、本集团任何成员公司或其各自联属人士、董事、监事、高级管理人员、雇员、代理人或代表在全球发售中提供的任何直接或间接利益，亦未从事任何与《上市指南》第4.15章不符或违反该章的行为或活动；
- (y) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于香港《上市规则》规定的百分比或联交所另行批准的百分比；
- (z) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何独家保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；
- (aa) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其控股股东或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括《上市指南》第4.15条)；
- (bb) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何H股下达订单；
- (cc) 除本此协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；
- (dd) 除先前以书面形式向本公司、独家保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品；

- (ee) 本公司、整体协调人、独家保荐人及其各自的附属公司、代理人、董事、雇员或关联方，以及参与本次全球发售的任何其他方，均不对因认购投资者股份或与投资者股份交易相关的任何税务、法律、货币或其他经济后果承担任何责任；
- (ff) 公司、整体协调人、独家保荐人或其各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他方均不对购买投资者股份或与投资者股份有关的任何交易产生的任何税务、法律、货币等经济上的或其他方面的后果承担任何责任；以及
- (gg) 除根据本协议外，投资者或其任何控股股东、关联方及其各自实益拥有人均未通过全球发售的簿记建档程序申请或认购任何H股；及
- (hh) 投资者及其紧密联系人（定义见《上市规则》）在本公司已发行股本中的合计持股（不论直接或间接）不得导致公众（定义见《上市规则》）持有的本公司证券总数低于《上市规则》规定或联交所另行批准的百分比。

6.3 投资者向本公司、独家保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、独家保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、独家保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家保荐人及 / 或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、独家保荐人和/或整体协调人合理要求的其他事宜的信息及 / 或证明文件，以确保其遵守适用法律及 / 或公司或证券登记规定及 / 或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且其将于该说明发生任何变化时立即作出书面通知，并向公司、独家保荐人和整体协调人提供意见和更新信息及/或证明文件。

6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家保荐人及整体协调人。

- 6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6 投资者于第6.1、6.2、6.3、6.4及6.56.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；
 - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；
 - (c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
 - (d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合香港《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及
 - (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.4条或第4.5条予以终止；
 - (b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或
 - (c) 经投资者、本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止。
- 7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

- 8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：
- (a) 联交所、证监会、中国证监会及/或本公司、独家保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、独家保荐人及/或整体协调人或代表本公司、独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
 - (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。
- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、独家保荐人和保荐人兼整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人和/或整体协调人能够遵守适用的公司或证券登记及 / 或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

- 9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址、传真号码或电邮地址（如适用）：

若发送至本公司，则发送至：

地址： 中国广东省深圳市宝安区福永街道凤凰小区岭下路5号
办公楼2层
邮件： peter@meigsmart.com
收件人： 黄敏

若发送至投资者，则发送至：

地址： 广东省深圳市南山区学苑大道1001号南山智园B1栋21-23楼
传真： 0755-86968976

邮件: infomax@streamax.com
收件人: 张炯

若发送至中金及整体协调人, 则发送至:

地址: 香港中环港景街1号国际金融中心一期29楼
邮件: ib_tops@cicc.com.cn
收件人: Project TOPS Deal Team

- 9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收: 若为专人递送则于交付之时; 及若以传真发送, 则为传送确认之时; 及若通过电子邮件发送, 则为在发送时间后立即视为已获接收(以发件人发送电子邮件的设备上记录为准, 无论电子邮件是否已被确认, 除非发件人收到自动消息表示电子邮件未送达); 及若通过预付邮件发送(在无提前接收证据的情况下), 则为邮递48小时之后(或若通过空邮发送, 则为六(6)日后)。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务, 且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外, 该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2 本协议项下独家保荐人及整体协调人的义务为各自独立承担(而非共同或共同及各别)。任何独家保荐人或整体协调人均无需对其他独家保荐人或整体协调人未能履行其在本协议项下的各自义务承担责任, 且该等未履行不影响任何其他独家保荐人或整体协调人执行本协议条款的权利。尽管有前述规定, 在适用法律允许的范围内, 各独家保荐人及整体协调人均有权单独或与其他独家保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。
- 10.3 除明显错误外, 就本协议而言, 本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。
- 10.4 投资者、本公司、独家保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及/或批准时应通力合作。
- 10.5 除非经各方或其代表以书面形式作出且签立, 否则本协议之任何更改或变动不得生效。为避免疑义, 对本协议的任何修改或变更均无需事先通知或征得非协议方人士的同意。

- 10.6 本协议将仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经投资者、本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
 - (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12 各独家保荐人和整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该独家保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将订立及执行并促使订立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，及本第11.2条及仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括但不限于仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或

协助执行任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括但不限于任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 对美国特别处置机制的认可

- 13.1 若全球发售的任何承销商属于受规管实体，并受到美国特别处置机制项下程序的约束，则该承销商对本协议以及其在本协议项下的任何权益及义务的转让，其效力应与在本协议及该等权益和义务受美国或美国任何州法律管辖的情况下，根据美国特别处置机制进行的转让具有同等效力。
- 13.2 如任何承销商属于受规管实体，或为该承销商的《银行控股公司法》关联方，并因此受到美国特别处置机制项下程序的约束，则本协议项下可针对该承销商行使的违约权利，其可行使的程度不得超过在本协议受美国或美国任何州法律管辖的情况下，根据美国特别处置机制所允许行使的程度。

14. 副本

- 14.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表：

美格智能技术股份有限公司

签署人：

A handwritten signature in black ink, consisting of a series of loops and a final vertical stroke, positioned above a horizontal line.

姓名：王平

职衔：执行董事、董事长兼总经理

为及代表：

锐明电子有限公司



签署人：

望西淀

姓名：望西淀

职衔：授权代表

为及代表：

中国国际金融香港证券有限公司

签署人：

A handwritten signature in black ink, appearing to be '王梦' (Wang Meng), written over a horizontal line.

姓名：王梦

职衔：总监/Director

为及代表：

中国国际金融香港证券有限公司

作为授权代表并代表本协议所定义的其他整体协调人

签署人：



A handwritten signature in black ink, appearing to be '王梦' (Wang Meng), is written over a horizontal line.

姓名：王梦

职衔：总监/Director

附表一 投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于4,000,000美元的港元（采用港元收盘价计算：（采用招股章程所披露的汇率计算）（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近100股H股的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售的架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条规定或联交所另行豁免的最低公众持股量规定；及(iii)香港《上市规则》第19A.13C条规定的最低自由流通量规定；(iv)香港《上市规则》第18项应用指引第3.2段。

附表二 投资者详情

投资者

注册成立地：	香港新界青衣长达路14-20号伟力工业大厦B座12楼4-6室
注册证书编号及法律实体识别编号：	61526035-000-05-25-9
商业登记号码：	1916359
商业地址及电话号码及联络人：	香港新界青衣长达路14-20号伟力工业大厦B座12楼4-6室
主要业务：	电子产品的购销及进出口贸易，信息、网络技术咨询及服务
最终控股股东：	深圳市锐明技术股份有限公司
最终控股股东的注册地：	广东省深圳市南山区学苑大道1001号南山智园B1栋21-23楼
最终控股股东的商业登记号码及LEI号码：	914403007412480386
最终控股股东的主要业务：	以人工智能和视频技术为核心，聚焦商用车（涵盖物流运输车辆、公共出行车辆及特种作业车辆）安全、合规和效率提升的AIoT智能物联解决方案提供商。公司致力于利用人工智能、高清视频、大数据、辅助驾驶等手段提升商用车运营和驾驶安全，提高车队运营效率，帮助客户减少交通事故和货物损失，并确保车辆和驾驶行为符合日益严格的法规要求。
股东及持有之权益：	100%
相关投资者类别（联交所FINI承销商名单模板所述或由FINI界面要求披露）：	基石投资者
投资者在招股章程中的描述：	Streamax Electronics Limited / 锐明电子有限公司 锐明电子是一家于 2013 年 5 月 31 日在香港注册成立的有限公司。其主要从事电子产品买卖及进出口贸易、信息、网络技术咨询及服务。锐明电子为深圳市锐明技术股份有限公司（「锐明技术」）的全资子公司。锐明技术于 2002 年注册成立，为一家在深圳证券交易所主板上市的公司（股票代码：002970）。其是一家以人工智能及视频技术为核心

的 AIoT 智能物联网解决方案提供商，专注于提升商用车（包括物流运输车辆、公交车辆及特种车辆）的安全、合规及效率。锐明技术致力通过人工智能、高清视频、大数据及高级驾驶辅助技术，提升商用车的营运及行车安全，改善车队运营效率，帮助客户减少交通事故及货物损失，并确保车辆及驾驶行为符合日益严格的监管要求。于往绩记录期间，锐明电子为我们的数传模组及智能模组客户之一，并自 2018 年起与我们有长期业务合作。

基石投资协议

2026 年 2 月 25 日

美格智能技术股份有限公司

及

Open Wealth Management Limited

及

中国国际金融香港证券有限公司

PAUL
HASTINGS

香港

花园道 1 号

中银大厦 22 楼

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本协议（本「协议」）于2026年2月25日订立

订约方：

- (1) **美格智能技术股份有限公司**，一家于2007年4月5日根据中国法律成立，并于2015年5月14日转制为股份有限公司的公司，其注册办事处位于中国广东省深圳市宝安区福永街道凤凰小区岭下路5号办公楼2层，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；
- (2) **Open Wealth Management Limited**，一家在开曼群岛注册成立的公司，其注册办事处位于香港九龙广东道9号港威大厦第六座32楼3203室（「**投资者**」）；
- (3) **中国国际金融香港证券有限公司**，其注册办事处地址为香港中环港景街1号国际金融中心一期29楼（「**中金**」）；

（中金为「**独家保荐人**」及「**保荐人兼整体协调人**」；中金及法国巴黎证券（亚洲）有限公司合称「**整体协调人**」及其各自为「**整体协调人**」）

鉴于：

- (A) 本公司已提交申请通过全球发售（「**全球发售**」）使其H股（定义见下文）于联交所（定义见下文）上市（「**本次上市**」），有关发售包括：
 - (i) 本公司作出的公开发售，以供香港公众认购H股（「**香港公开发售**」）；及
 - (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者进行配售）或依据《证券法》其他适用豁免登记规定，有条件配售公司发售的H股股份（可予调整（如适用）（「**国际发售**」））。
- (B) 中金担任本次上市的独家保荐人；及中金及巴黎证券担任本次全球发售的整体协调人及资本市场中介。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

- 1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(g)条所给予的涵义。

「**联系人 / 紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人 / 紧密联系人**」须据此解释。

「**《银行控股公司法》关联方**」具有《美国法典》第12编第1841(k)条中“关联方（affiliate）”一词所赋予的含义，并应依其解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日或香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「**《公司（清盘及杂项条文）条例》**」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）。

「**关连人士 / 核心关连人士**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士 / 核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「**控股股东**」具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**受规管实体**」指以下任何一项：

- (i) 根据《联邦法规汇编》第12编第252.82(b)条所界定并据其解释的“受规管实体（covered entity）”；
- (ii) 根据《联邦法规汇编》第12编第47.3(b)条所界定并据其解释的“受规管银行（covered bank）”；或
- (iii) 根据《联邦法规汇编》第12编第382.2(b)条所界定并据其解释的“受规管金融机构（covered FSI）”。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年6月19日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**违约权利**」具有《联邦法规汇编》（C.F.R.）第12编第252.81条、第47.2条或第382.1条（视适用情况而定）中所赋予的含义，并应依其解释。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益所有权或在其中的任何利益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**经济制裁法**」指由美国财政部外国资产控制办公室、美国国务院、美国财政部、联合国、英国财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家经济制裁机构实施的任何经济或金融制裁；

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、审裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有叙文(A)所给予的涵义。

「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的

「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有叙文(A)所给予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所给予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「**《上市指南》**」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「**《上市规则》**」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的《上市指南》、上市决策和其他要求。

「**禁售期**」具有第5.1条所给予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就

香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「**合格机构买家**」具有叙文(A)所给予的涵义。

「**S规例**」指《证券法》下的S规例。

「**监管机构**」具有第6.2(i)条所给予的涵义。

「**相关受制裁管辖区**」指与本公司相关的管辖区，该管辖区存在制裁相关法律或法规，限制其国民和/或在该管辖区注册或设立的实体直接或间接向特定国家、政府、个人或实体提供资产或服务，或以其他方式处理此类法律或法规所针对的资产。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**人民币**」指人民币，为中国的法定货币。

「**受制裁对象**」指符合下列任一情形的任何个人或实体：

- (i) 被列入相关受制裁司法管辖区依据制裁相关法律法规发布的任何目标人员或实体名单，包括但不限于美国财政部外国资产控制办公室（OFAC）、美国国务院管理的名单（不限于“特别指定国民和被封锁人员”名单），或依据经济制裁法律发布的任何目标人员名单；
- (ii) 受制裁地区的政府；
- (iii) 由前述任何主体拥有、控制或代表其行事的实体；
- (iv) 位于、组织于、居住于或从受制裁地区运营的实体；
- (v) 因与上述任何主体存在所有权、控制权或代理关系，而成为相关受制裁管辖区法律法规制裁对象的实体；或
- (vi) 依据任何经济制裁法律法规被列为制裁对象的实体。

「**受制裁地区**」指根据相关受制裁司法管辖区的制裁相关法律或法规实施全面出口、进口、金融或投资禁运的任何国家或其他地区，包括但不限于截至本协议签署之日乌克兰克里米亚地区、自称顿涅茨克人民共和国、自称卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「证监会」或「香港证监会」指香港证券及期货事务监察委员会。

「《证券及期货条例》」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「联交所」指香港联合交易所有限公司。

「附属公司」具有《公司条例》所给予的涵义。

「美国」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「美元」指美国的法定货币。

「美国人士」具有S规例赋予该词的涵义。

「美国特别处置机制」指以下各项：

- (i) 《联邦存款保险法》（Federal Deposit Insurance Act）及其项下颁布的法规；以及
- (ii) 《多德-弗兰克华尔街改革与消费者保护法》（Dodd-Frank Wall Street Reform and Consumer Protection Act）第二章及其项下颁布的法规。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「条款」、「分条」或「附表」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；

- (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及
- (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述「人士」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述「包括」之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由双方共同宽免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由本公司、独家保荐人和整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、独家保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且 (A) 是合格机构买家或 (B) (i)并非或将成为美国人士；(ii)位于或将位于美国境外；及(iii)根据《证券法》S规例将在离岸交易中收购投资者股份，**但前提是：**

- (a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代

表该全资附属公司作出；及

- (b) 投资者(i)无条件及不可撤销地向本公司、独家保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

- 2.3 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

- 3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及整体协调人共同豁免）为条件：

- (a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；
- (b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；
- (c) 联交所上市委员会已批准股份上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；
- (d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交易前未被驳回、撤回、撤销或作废；

- (e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及
 - (f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确、真实及完整且不具误导性或欺骗性，以及投资者未严重违反本协议。
- 3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家保荐人和整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及整体协调人共同豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、独家保荐人及/或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者在本协议项下作出的声明、保证、承诺、确认和承认的行为。
- 3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、独家保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、独家保荐人和整体协调人或其各自的联属人士、高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。
- 4.2 投资者须按上市日期前一(1)个营业日下午5点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一(1)个整营业日上午8点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至

整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

- 4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.4 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家保荐人和整体协调人各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、独家保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.5 本公司、独家保荐人、整体协调人及彼等各自的附属公司、联属人士、高级管理人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表因超出本公司、独家保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、海啸、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），并且本公司、独家保荐人及整体协调人（为其本身及代表整体协调人）各自有权终止本协议。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.2条将由其全资附属公司持有时，代表其全资附属公司），与本公司、独家保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、独家保荐人和整体协调人各自的事先书面同意，投资者不会并将促使其联属人士不会自上市日期（包括该日期）起至上市日期起六(6)个月后之日（包括该日期）内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何

相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；或(iv)同意或签订合同，或公开宣布有意进行(i)、(ii)和(iii)所述的任何此类交易；及(b)倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、整体协调人及独家保荐人。

受限于上述条款，投资人同意并向本公司、整体协调人及独家保荐人承诺，在禁售期满后的任何时间，如投资人或任何投资人附属公司交易或处置任何有关股份，或同意或订约，或宣告有意进行该等交易、投资人（代表自己或代表其公司）应采取所有合理步骤，确保该处置不会造成H股股份的市场混乱和虚假，并应遵守所有适用法律和法规以及所有主管公司所在法律管辖区的证券交易所规则，包括但不限于上市规则、公司（清盘及杂项规定）条例、公司条例和证券及期货条例）。

5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是在所有情况下：**

- (a) 至少提前五(5)个营业日向本公司、独家保荐人和整体协调人提供该等转让的书面通知，其中包含该全资附属公司的身份和使本公司和整体协调人满意的证据，证明预期受让人是如本公司、独家保荐人和整体协调人所要求的投资者的全资附属公司；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（向本公司、独家保荐人和整体协调人作出，按令本公司、独家保荐人和整体协调人满意的条款和形式及以本公司、独家保荐人和整体协调人为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、陈述和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资

附属公司须或投资者须促致该附属公司发出书面承诺（以令本公司、独家保荐人整体协调人满意的条款和形式向本公司、独家保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

- (f) 该全资附属公司(A)是合格机构买家或(B)(i)并非及将不会成为美国人士或为美国人士的账户或利益认购或申购相关股份；(ii)位于及将会位于美国境外；并(iii)将会根据《证券法》S规例在离岸交易中收购相关股份。
- 5.3 投资者同意及承诺，在任何时候，除非取得本公司、独家保荐人和整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会以任何其他方式成为本公司的核心关连人士，并且投资者和其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权不得造成公众持有的公司股权（考虑在《上市规则》和联交所的解释，包括但不限于《上市规则》第19A.13A条）低于《上市规则》规定的百分比或联交所可能批准并不时适用于本公司的其他百分比规定。投资者同意，如果发现上述任何情况，将立即以书面形式通知本公司、整体协调人和独家保荐人。
- 5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家保荐人和/或整体协调人合理请求向本公司、独家保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促致控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股。
- 5.5 投资者及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与香港《上市规则》（包括但不限于《上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。
- 5.6 投资者将使用内部资源为认购投资者股份提供资金，无需获取任何外部融资。
6. 承认、声明、承诺和保证

6.1 投资者向本公司、独家保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：

- (a) 本公司、独家保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。投资者特此放弃以全球发售因任何原因延迟或未能在预定日期及时间完成（或根本未能完成），或发行价未在公开文件所载指示性价格区间内为由，向本公司、整体协调人及独家保荐人及其各自关联方提出任何索赔或诉讼的任何权利（如有）；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；
- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性或欺骗性；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者确认并同意，本公司、独家保荐人及整体协调人可向政府机构（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者认购投资者股份或以其他方式根据本协议投资本公司的信息，且投资者确认并承诺披露及提供通过投资者提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；
- (g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件及任何适用法律接受投资者股份；

- (h) 投资者并非本公司的现有股东、关连人士或联属人士，亦不代表上述任何人士行事；
- (i) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (j) 本公司、独家保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下或另外为联交所所规定或批准的最低公众持股要求；(iii)上市规则第19A.13C条规定的最低自由流通量规定；或(iv)上市规则第18项应用指引第3.2段；
- (k) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (l) 本公司、整体协调人、独家保荐人及其各自的附属公司、代理人、董事、监事、雇员或联属人士，以及参与本次全球发售的任何其他方，均不对认购和/或收购投资者股份或与投资者股份交易相关的任何税务、法律、货币或其他经济后果承担任何责任；
- (m) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行或为任何其他司法管辖区的任何人士的利益，而有关司法管辖区适用法律允许者除外；
- (n) 如投资者依据《证券法》144A规则认购投资者股份，投资者股份将构成《证券法》第144条所指的“限制性证券”；
- (o) 其明白及同意，仅可(A)依据《证券法》下第144条或其项下其他豁免规定在美国境内转让投资者股份；或(B)依据《证券法》S规例在美国境外于「离岸交易」（定义见《证券法》S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (p) 其明白，本公司、独家保荐人、整体协调人或国际发售的任何国际承

销商或其各自的附属公司、联属人士、董事、监事、高级管理人员、雇员、代理人、顾问、关联方、合伙人及代表均无就《证券法》下第144条和144A规则或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；

- (q) 除非第5.2条作出规定，否则若投资人的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (r) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及在不影响其已签订的任何保密协议的前提下，其：**(i)**在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、缔约方、合伙人及代表（「**获授权接收人**」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；**(ii)**尽力确保其获授权接收人（按照本第6.1(r)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及**(iii)**不会且将确保其获授权接收人（按照本第6.1(r)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；
- (s) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及

- (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者及/或其代表在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (t) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；
- (u) 投资者及其任何附属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；
- (v) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (w) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和附属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其附属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何法律责任；
- (x) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声

(t) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；

(u) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；

(v) 其已获其认为对评估认购投资者股份的的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

(w) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将会不会依赖本公司、独家保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

(x) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声

明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

- (y) 投资者将遵守本协议、香港《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (z) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家保荐人、整体协调人或其各自子公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资人认购投资者股份或有关交易投资者股份的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果承担责任；
- (aa) 其明白，投资者股份目前并无公开市场，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问并未就将存在投资者股份的公开市场作出担保；
- (bb) 若全球发售因任何原因延迟、终止或未完成，本公司、独家保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其子公司不承担任何责任；
- (cc) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权及(iii)在符合适用法律的情况下，对发售股份数量、发售价范围和最终发售价进行联交所可能批准的其他调整或重新分配；
- (dd) 除本协议及由投资者、本公司和独家保荐人及/或整体协调人签订的保密协议外，投资者并无与本公司，本公司的任何股东，独家保荐人及/或整体协调人订立其他有关全球发售的协议；
- (ee) 投资者同意于上市日期前一(1)个营业日下午5点之前（香港时间）

（不论投资者股份的交付时间如何），支付总投资金额及相关经纪佣金与征费；

- (ff) 交易H股须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；
- (gg) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；

6.2 投资者向本公司、独家保荐人和整体协调人进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有接收和使用本协议项下的信息（包括本协议、招股章程草案和初步发售通函草案）的资格，这些信息并不会违反适用于投资者的法律，也不需要投资者所在的司法权区内进行任何注册或获得许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权），因此，其履行本协议项下义务的行为不受任何第三方政府及监管机构的同意、批准和授权限制，但第3.1条所述条件除外；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「批准」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。所有批准均未被撤销、撤回或废止，且截至本协议签署之日亦未被撤销、撤回或废止；投资者亦不知悉任何可能导致批准被撤销、撤回或废止的事实或情况。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、独家保荐人和整体协调人。

- (h) 投资者签订及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、独家保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）及/或；(iv)投资者或其实益拥有人和紧密联系人及本公司及其任何股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、独家保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据上市规则或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易任何独家保荐人或整体协调人；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；
- (m) 投资者为专业投资者，且(i)若于美国境内认购投资者股份，其为合格机构买家；或(ii)若于美国境外认购投资者股份，其于《证券法》S 规则所指「离岸交易」中如此行事且并非且将不会成为美国人士；

- (n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；
- (o) 投资者及其实益拥有人及 / 或联系人，以及（如有）为其行事的人(i) 为投资者本人认购或收购公司的投资者股份；(ii) 为独立于本公司或其联属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv) 具有履行本协议项下所有义务的财务能力及(v) 并非受(a) 本公司的任何核心关连人士或(b) 本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、控股股东、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；及(vi) 与公司或其任何股东，除以书面形式向本公司、独家保荐人和整体协调人披露者外，并无任何关联关系；
- (p) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及 / 或联系人以及投资者为其行事而购买投资者股份的人士（如有）及其关联方，均非独家保荐人、整体协调人、全球协调人、账簿管理人、全球发售的牵头经理、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」且不属于《上市规则》附录F1（《股本证券的配售指引》）所载人士的任何类别。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；
- (t) 除先前以书面形式通知独家保荐人和整体协调人外，投资者及其实益拥有人均不属于(a) 联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b) 《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；

- (u) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) 投资者及其董事、高级管理人员、监事（如适用）、雇员或代理人均非受制裁对象；
- (w) 认购投资者股份将遵守香港《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、独家保荐人及／或整体协调人违反该等条文的行为；
- (x) 投资者及其任何联属人士、董事、监事、高级管理人员、雇员、代理人或代表概无接受或订立任何协议或安排，以通过附函或其他方式接受本公司、本集团任何成员公司或其各自联属人士、董事、监事、高级管理人员、雇员、代理人或代表在全球发售中提供的任何直接或间接利益，亦未从事任何与《上市指南》第4.15章不符或违反该章的行为或活动；
- (y) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于香港《上市规则》规定的百分比或联交所另行批准的百分比；
- (z) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何独家保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；
- (aa) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其控股股东或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括《上市指南》第4.15条)；
- (bb) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何H股下达订单；
- (cc) 除本此协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；
- (dd) 除先前以书面形式向本公司、独家保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品；

- (ee) 本公司、整体协调人、独家保荐人及其各自的附属公司、代理人、董事、雇员或关联方，以及参与本次全球发售的任何其他方，均不对因认购投资者股份或与投资者股份交易相关的任何税务、法律、货币或其他经济后果承担任何责任；
- (ff) 公司、整体协调人、独家保荐人或其各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他方均不对购买投资者股份或与投资者股份有关的任何交易产生的任何税务、法律、货币等经济上的或其他方面的后果承担任何责任；以及
- (gg) 除根据本协议外，投资者或其任何控股股东、关联方及其各自实益拥有人均未通过全球发售的簿记建档程序申请或认购任何H股；及
- (hh) 投资者及其紧密联系人（定义见《上市规则》）在本公司已发行股本中的合计持股（不论直接或间接）不得导致公众（定义见《上市规则》）持有的本公司证券总数低于《上市规则》规定或联交所另行批准的百分比。

6.3 投资者向本公司、独家保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、独家保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、独家保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家保荐人及 / 或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、独家保荐人和/或整体协调人合理要求的其他事宜的信息及 / 或证明文件，以确保其遵守适用法律及 / 或公司或证券登记规定及 / 或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且其将于该说明发生任何变化时立即作出书面通知，并向公司、独家保荐人和整体协调人提供意见和更新信息及/或证明文件。

6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家保荐人及整体协调人。

- 6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；
 - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；
 - (c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
 - (d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合香港《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及
 - (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.4条或第4.5条予以终止；
 - (b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或
 - (c) 经投资者、本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止。
- 7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

- 8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：
- (a) 联交所、证监会、中国证监会及/或本公司、独家保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、独家保荐人及/或整体协调人或代表本公司、独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
 - (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。
- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、独家保荐人和保荐人兼整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人和/或整体协调人能够遵守适用的公司或证券登记及 / 或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

- 9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址、传真号码或电邮地址（如适用）：

若发送至本公司，则发送至：

地址： 中国广东省深圳市宝安区福永街道凤凰小区岭下路5号
办公楼2层
邮件： peter@meigsmart.com
收件人： 黄敏

若发送至投资者，则发送至：

地址： 香港九龙广东道9号港威大厦第六座32楼3203室
邮件： cs@openwmltd.com
收件人： 游弋洋

若发送至中金及整体协调人，则发送至：

地址：香港中环港景街1号国际金融中心一期29楼

邮件：ib_tops@cicc.com.cn

收件人：Project TOPS Deal Team

- 9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若以传真发送，则为传送确认之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2 本协议项下独家保荐人及整体协调人的义务为各自独立承担（而非共同或共同及各别）。任何独家保荐人或整体协调人均无需对其他独家保荐人或整体协调人未能履行其在本协议项下的各自义务承担责任，且该等未履行不影响任何其他独家保荐人或整体协调人执行本协议条款的权利。尽管有前述规定，在适用法律允许的范围内，各独家保荐人及整体协调人均有权单独或与其他独家保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。
- 10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。
- 10.4 投资者、本公司、独家保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。为避免疑义，对本协议的任何修改或变更均无需事先通知或征得非协议方人士的同意。
- 10.6 本协议将仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及

相关受让人 / 买方平摊。

- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经投资者、本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
 - (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12 各独家保荐人和整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该独家保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可

受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，及本第11.2条及仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括但不限于仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括但不限于任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

13. 对美国特别处置机制的认可

13.1 若全球发售的任何承销商属于受规管实体，并受到美国特别处置机制项下程序的约束，则该承销商对本协议以及其在本协议项下的任何权益及义务的转让，其效力应与在本协议及该等权益和义务受美国或美国任何州法律管辖的情况下，根据美国特别处置机制进行的转让具有同等效力。

13.2 如任何承销商属于受规管实体，或为该承销商的《银行控股公司法》关联方，并因此受到美国特别处置机制项下程序的约束，则本协议项下可针对该承销商行使的违约权利，其可行使的程度不得超过在本协议受美国或美国任何州法律管辖的情况下，根据美国特别处置机制所允许行使的程度。

14. 副本

14.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表：

美格智能技术股份有限公司

签署人：

A handwritten signature in black ink, appearing to be '王平' (Wang Ping), written over a horizontal line.

姓名：王平

职衔：执行董事、董事长兼总经理

为及代表:

Open Wealth Management Limited

签署人:

白斌

姓名: 白斌

职衔: 董事

为及代表：

中国国际金融香港证券有限公司

签署人：

A handwritten signature in black ink, appearing to be '王梦' (Wang Meng), written over a horizontal line.

姓名：王梦

职衔：总监/Director

为及代表：

中国国际金融香港证券有限公司

作为授权代表并代表本协议所定义的其他整体协调人

签署人：



A handwritten signature in black ink, appearing to be '王梦' (Wang Meng), is written over a horizontal line.

姓名：王梦

职衔：总监/Director

投资者股份数目

投资者股份数目应等于(1)30,000,000港元（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近100股H股的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售的架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条规定或联交所另行豁免的最低公众持股量规定；及(iii)香港《上市规则》第19A.13C条规定的最低自由流通量规定；(iv)香港《上市规则》第18项应用指引第3.2段。

附表二 投资者详情

投资者

注册成立地：	Cayman Islands
注册证书编号/商业登记号码/LE号码：	IC-395546
商业地址及电话号码及联络人：	Suite 3203, 32/F, Tower 6, The Gateway, 9 Canton Road, Tsim Sha Tsui, Hong Kong 游弋洋852 68424480
主要业务：	投资
最终控股股东：	游弋洋 白斌
最终控股股东的注册地：	NA
最终控股股东的商业登记号码及LEI号码：	NA
最终控股股东的主要业务：	NA
股东及持有之权益：	游弋洋，75%；博达投资有限公司，25%
投资者在招股章程中的描述：	Open Wealth Management Limited / 開盤財富管理有限公司 开盘财富是一家于开曼群岛注册成立的获豁免有限公司，主要从事投资业务。其由游弋洋及由白斌全资拥有的博达投资有限公司分别持有 75% 及 25%。游弋洋及白斌均为独立第三方。开盘财富参与本次全球发售，乃因其认同本公司的业务前景及增长潜力。
相关投资者类别（联交所FINI承销商名单模板所述或由FINI界面要求披露）：	基石投资者

基石投资协议

2026 年 2 月 25 日

美格智能技术股份有限公司

及

CHINA WINNING LIMITED

及

中国国际金融香港证券有限公司

PAUL
HASTINGS

香港

花园道 1 号

中银大厦 22 楼

电话: +852.2867.1288

www.paulhastings.com

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本协议（本「协议」）于2026年2月25日订立

订约方：

- (1) 美格智能技术股份有限公司，一家于2007年4月5日根据中国法律成立，并于2015年5月14日转制为股份有限公司的公司，其注册办事处位于中国广东省深圳市宝安区福永街道凤凰小区岭下路5号办公楼2层，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「本公司」）；
- (2) CHINA WINNING LIMITED，一家在British Virgin Islands注册成立的公司，其注册办事处位于Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1 110, British Virgin Islands（「投资者」）；
- (3) 中国国际金融香港证券有限公司，其注册办事处地址为香港中环港景街1号国际金融中心一期29楼（「中金」）；

（中金为「独家保荐人」及「保荐人兼整体协调人」；中金及法国巴黎证券（亚洲）有限公司合称「整体协调人」及其各自为「整体协调人」）

鉴于：

- (A) 本公司已提交申请通过全球发售（「全球发售」）使其H股（定义见下文）于联交所（定义见下文）上市（「本次上市」），有关发售包括：
 - (i) 本公司作出的公开发售，以供香港公众认购H股（「香港公开发售」）；及
 - (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者进行配售）或依据《证券法》其他适用豁免登记规定，有条件配售公司发售的H股股份（可予调整（如适用）（「国际发售」））。
- (B) 中金担任本次上市的独家保荐人；及中金及巴黎证券担任本次全球发售的整体协调人及资本市场中介。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

- 1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(g)条所给予的涵义。

「**联系人 / 紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人 / 紧密联系人**」须据此解释。

「**《银行控股公司法》关联方**」具有《美国法典》第12编第1841(k)条中“关联方（affiliate）”一词所赋予的含义，并应依其解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日或香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「**《公司（清盘及杂项条文）条例》**」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）。

「**关连人士 / 核心关连人士**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士 / 核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「**控股股东**」具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**受规管实体**」指以下任何一项：

- (i) 根据《联邦法规汇编》第12编第252.82(b)条所界定并据其解释的“受规管实体（covered entity）”；
- (ii) 根据《联邦法规汇编》第12编第47.3(b)条所界定并据其解释的“受规管银行（covered bank）”；或
- (iii) 根据《联邦法规汇编》第12编第382.2(b)条所界定并据其解释的“受规管金融机构（covered FSI）”。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年6月19日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**违约权利**」具有《联邦法规汇编》（C.F.R.）第12编第252.81条、第47.2条或第382.1条（视适用情况而定）中所赋予的含义，并应依其解释。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益所有权或在其中的任何利益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**经济制裁法**」指由美国财政部外国资产控制办公室、美国国务院、美国财政部、联合国、英国财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家经济制裁机构实施的任何经济或金融制裁；

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、审裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有叙文(A)所给予的涵义。

「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的

「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有叙文(A)所给予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所给予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「**《上市指南》**」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「**《上市规则》**」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的《上市指南》、上市决策和其他要求。

「**禁售期**」具有第5.1条所给予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其

他文件和公告（均经不时修订或补充）。

「**合格机构买家**」具有叙文(A)所给予的涵义。

「**S规例**」指《证券法》下的S规例。

「**监管机构**」具有第6.2(i)条所给予的涵义。

「**相关受制裁管辖区**」指与本公司相关的管辖区，该管辖区存在制裁相关法律或法规，限制其国民和/或在該管辖区注册或设立的实体直接或间接向特定国家、政府、个人或实体提供资产或服务，或以其他方式处理此类法律或法规所针对的资产。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**人民币**」指人民币，为中国的法定货币。

「**受制裁对象**」指符合下列任一情形的任何个人或实体：

- (i) 被列入相关受制裁司法管辖区依据制裁相关法律法规发布的任何目标人员或实体名单，包括但不限于美国财政部外国资产控制办公室（OFAC）、美国国务院管理的名单（不限于“特别指定国民和被封锁人员”名单），或依据经济制裁法律发布的任何目标人员名单；
- (ii) 受制裁地区的政府；
- (iii) 由前述任何主体拥有、控制或代表其行事的实体；
- (iv) 位于、组织于、居住于或从受制裁地区运营的实体；
- (v) 因与上述任何主体存在所有权、控制权或代理关系，而成为相关受制裁管辖区法律法规制裁对象的实体；或
- (vi) 依据任何经济制裁法律法规被列为制裁对象的实体。

「**受制裁地区**」指根据相关受制裁司法管辖区的制裁相关法律或法规实施全面出口、进口、金融或投资禁运的任何国家或其他地区，包括但不限于截至本协议签署之日乌克兰克里米亚地区、自称顿涅茨克人民共和国、自称卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「证监会」或「香港证监会」指香港证券及期货事务监察委员会。

「《证券及期货条例》」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「联交所」指香港联合交易所有限公司。

「附属公司」具有《公司条例》所给予的涵义。

「美国」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「美元」指美国的法定货币。

「美国人士」具有S规例赋予该词的涵义。

「美国特别处置机制」指以下各项：

- (i) 《联邦存款保险法》（Federal Deposit Insurance Act）及其项下颁布的法规；以及
- (ii) 《多德-弗兰克华尔街改革与消费者保护法》（Dodd-Frank Wall Street Reform and Consumer Protection Act）第二章及其项下颁布的法规。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「条款」、「分条」或「附表」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；
 - (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是

否修改)；及

(iii) 据此作出的任何附属立法；

- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述「人士」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述「包括」之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由双方共同宽免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由本公司、独家保荐人和整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、独家保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且 (A) 是合格机构买家或 (B) (i)并非或将不会成为美国人士；(ii)位于或将位于美国境外；及(iii)根据《证券法》S规例将在离岸交易中收购投资者股份，**但前提是：**

- (a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

- (b) 投资者(i)无条件及不可撤销地向本公司、独家保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

- 2.3 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

- 3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或安排发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及整体协调人共同豁免）为条件：

- (a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；
- (b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；
- (c) 联交所上市委员会已批准股份上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；
- (d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交易前未被驳回、撤回、撤销或作废；
- (e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预

期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

- (f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确、真实及完整且不具误导性或欺骗性，以及投资者未严重违反本协议。

- 3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家保荐人和整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及整体协调人共同豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、独家保荐人及/或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者在本协议项下作出的声明、保证、承诺、确认和承认的行为。
- 3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、独家保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、独家保荐人和整体协调人或其各自的联属人士、高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。
- 4.2 投资者须按上市日期前一(1)个营业日下午5点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一(1)个整营业日上午8点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，

相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

- 4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.4 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家保荐人和整体协调人各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、独家保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.5 本公司、独家保荐人、整体协调人及彼等各自的附属公司、联属人士、高级管理人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表因超出本公司、独家保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、海啸、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），并且本公司、独家保荐人及整体协调人（为其本身及代表整体协调人）各自有权终止本协议。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.2条将由其全资附属公司持有时，代表其全资附属公司），与本公司、独家保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、独家保荐人和整体协调人各自的事先书面同意，投资者不会并将促使其联属人士不会自上市日期（包括该日期）起至上市日期起六(6)个月之日（包括该日期）内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或

公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；或（iv）同意或签订合同，或公开宣布有意进行（i）、（ii）和（iii）所述的任何此类交易；及(b)倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、整体协调人及独家保荐人。

受限于上述条款，投资人同意并向本公司、整体协调人及独家保荐人承诺，在禁售期满后的任何时间，如投资人或任何投资人附属公司交易或处置任何有关股份，或同意或订约，或宣告有意进行该等交易、投资人（代表自己或代表其公司）应采取所有合理步骤，确保该处置不会造成H股股份的市场混乱和虚假，并应遵守所有适用法律和法规以及所有主管公司所在法律管辖区的证券交易所规则，包括但不限于上市规则、公司（清盘及杂项规定）条例、公司条例和证券及期货条例）。

5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是在所有情况下：**

- (a) 至少提前五(5)个营业日向本公司、独家保荐人和整体协调人提供该等转让的书面通知，其中包含该全资附属公司的身份和使本公司和整体协调人满意的证据，证明预期受让人是如本公司、独家保荐人和整体协调人所要求的投资者的全资附属公司；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（向本公司、独家保荐人和整体协调人作出，按令本公司、独家保荐人和整体协调人满意的条款和形式及以本公司、独家保荐人和整体协调人为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、陈述和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令本公司、独家保荐人整体协调人满意的条款和形式向本公司、独家保荐人和整

体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

- (f) 该全资附属公司(A)是合资格机构买家或(B)(i)并非及将不会成为美国人士或为美国人士的账户或利益认购或申购相关股份；(ii)位于及将会位于美国境外；并(iii)将会根据《证券法》S规例在离岸交易中收购相关股份。
- 5.3 投资者同意及承诺，在任何时候，除非取得本公司、独家保荐人和整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会以任何其他方式成为本公司的核心关连人士，并且投资者和其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权不得造成公众持有的公司股权（考虑在《上市规则》和联交所的解释，包括但不限于《上市规则》第19A.13A条）低于《上市规则》规定的百分比或联交所可能批准并不时适用于本公司的其他百分比规定。投资者同意，如果发现上述任何情况，将立即以书面形式通知本公司、整体协调人和独家保荐人。
- 5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家保荐人和/或整体协调人合理请求向本公司、独家保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促使致控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股。
- 5.5 投资者及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与香港《上市规则》（包括但不限于《上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。
- 5.6 投资者将使用内部资源为认购投资者股份提供资金，无需获取任何外部融资。

6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、独家保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：

- (a) 本公司、独家保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。投资者特此放弃以全球发售因任何原因延迟或未能在预定日期及时间完成（或根本未能完成），或发行价未在公开文件所载指示性价格区间内为由，向本公司、整体协调人及独家保荐人及其各自关联方提出任何索赔或诉讼的任何权利（如有）；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；
- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性或欺骗性；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者确认并同意，本公司、独家保荐人及整体协调人可向政府机构（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者认购投资者股份或以其他方式根据本协议投资本公司的信息，且投资者确认并承诺披露及提供通过投资者提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；
- (g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件及任何适用法律接受投资者股份；
- (h) 投资者并非本公司的现有股东、关连人士或联属人士，亦不代表上述任何人士行事；

- (i) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (j) 本公司、独家保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下或另外为联交所规定或批准的最低公众持股要求；(iii)上市规则第19A.13C条规定的最低自由流通量规定；或(iv)上市规则第18项应用指引第3.2段；
- (k) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (l) 本公司、整体协调人、独家保荐人及其各自的附属公司、代理人、董事、监事、雇员或联属人士，以及参与本次全球发售的任何其他方，均不对认购和/或收购投资者股份或与投资者股份交易相关的任何税务、法律、货币或其他经济后果承担任何责任；
- (m) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行或为任何其他司法管辖区的任何人士的利益，而有关司法管辖区适用法律允许者除外；
- (n) 如投资者依据《证券法》144A规则认购投资者股份，投资者股份将构成《证券法》第144条所指的“限制性证券”；
- (o) 其明白及同意，仅可(A)依据《证券法》下第144条或其项下其他豁免规定在美国境内转让投资者股份；或(B)依据《证券法》S规例在美国境外于「离岸交易」（定义见《证券法》S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (p) 其明白，本公司、独家保荐人、整体协调人或国际发售的任何国际承销商或其各自的附属公司、联属人士、董事、监事、高级管理人员、雇员、代理人、顾问、关联方、合伙人及代表均无就《证券法》下第

144条和144A规则或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；

- (q) 除非第5.2条作出规定，否则若投资人的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (r) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及在不影响其已签订的任何保密协议的前提下，其：**(i)**在有关信息因投资者或其任何附属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、缔约方、合伙人及代表（「**获授权接收人**」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；**(ii)**尽力确保其获授权接收人（按照本第6.1(r)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及**(iii)**不会且将确保其获授权接收人（按照本第6.1(r)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其附属人士或联系人的其他证券或衍生工具的行为；
- (s) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
 - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步

步予以修订，及投资者及/或其代表在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

- (t) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；
- (u) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；
- (v) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (w) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；
- (x) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表

及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

- (y) 投资者将遵守本协议、香港《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (z) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家保荐人、整体协调人或其各自子公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资人认购投资者股份或有关交易投资者股份的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果承担责任；
- (aa) 其明白，投资者股份目前并无公开市场，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问并未就将存在投资者股份的公开市场作出担保；
- (bb) 若全球发售因任何原因延迟、终止或未完成，本公司、独家保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其子公司不承担任何责任；
- (cc) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权及(iii)在符合适用法律的情况下，对发售股份数量、发售价范围和最终发售价进行联交所可能批准的其他调整或重新分配；
- (dd) 除本协议及由投资者、本公司和独家保荐人及/或整体协调人签订的保密协议外，投资者并无与本公司，本公司的任何股东，独家保荐人及/或整体协调人订立其他有关全球发售的协议；
- (ee) 投资者同意于上市日期前一(1)个营业日下午5点之前（香港时间）（不论投资者股份的交付时间如何），支付总投资金额及相关经纪佣金与征费；

- (ff) 交易H股须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；
- (gg) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；

6.2 投资者向本公司、独家保荐人和整体协调人进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有接收和使用本协议项下的信息（包括本协议、招股章程草案和初步发售通函草案）的资格，这些信息并不会违反适用于投资者的法律，也不需要投资者所在的司法权区内进行任何注册或获得许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权），因此，其履行本协议项下义务的行为不受任何第三方政府及监管机构的同意、批准和授权限制，但第3.1条所述条件除外；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「批准」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。所有批准均未被撤销、撤回或废止，且截至本协议签署之日亦未被撤销、撤回或废止；投资者亦不知悉任何可能导致批准被撤销、撤回或废止的事实或情况。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、独家保荐人和整体协调人。
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违

反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门任何裁决、命令或判令；

- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、独家保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）及/或；(iv)投资者或其实益拥有人和紧密联系人及本公司及其任何股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、独家保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据上市规则或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易的任何独家保荐人或整体协调人；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；
- (m) 投资者为专业投资者，且(i)若于美国境内认购投资者股份，其为合格机构买家；或(ii)若于美国境外认购投资者股份，其于《证券法》S规例所指「离岸交易」中如此行事且并非且将不会成为美国人士；
- (n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；

- (o) 投资者及其实益拥有人及 / 或联系人，以及（如有）为其行事的人(i) 为投资者本人认购或收购公司的投资者股份；(ii)为独立于本公司或其联属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协议项下所有义务的财务能力及(v)并非受(a)本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、控股股东、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接受融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；及(vi)与公司或其任何股东，除以书面形式向本公司、独家保荐人和整体协调人披露者外，并无任何关联关系；
- (p) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及 / 或联系人以及投资者为其行事而购买投资者股份的人士（如有）及其关联方，均非独家保荐人、整体协调人、全球协调人、账簿管理人、全球发售的牵头经理、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」且不属于《上市规则》附录F1（《股本证券的配售指引》）所载人士的任何类别。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；
- (t) 除先前以书面形式通知独家保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b)《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；
- (u) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除

外；

- (v) 投资者及其董事、高级管理人员、监事（如适用）、雇员或代理人均非受制裁对象；
- (w) 认购投资者股份将遵守香港《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、独家保荐人及／或整体协调人违反该等条文的行为；
- (x) 投资者及其任何联属人士、董事、监事、高级管理人员、雇员、代理人或代表概无接受或订立任何协议或安排，以通过附函或以其他方式接受本公司、本集团任何成员公司或其各自联属人士、董事、监事、高级管理人员、雇员、代理人或代表在全球发售中提供的任何直接或间接利益，亦未从事任何与《上市指南》第4.15章不符或违反该章的行为或活动；
- (y) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于香港《上市规则》规定的百分比或联交所另行批准的百分比；
- (z) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何独家保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；
- (aa) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其控股股东或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括《上市指南》第4.15条)；
- (bb) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何H股下达订单；
- (cc) 除本此协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；
- (dd) 除先前以书面形式向本公司、独家保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品；
- (ee) 本公司、整体协调人、独家保荐人及其各自的附属公司、代理人、董

事、雇员或关联方，以及参与本次全球发售的任何其他方，均不对因认购投资者股份或与投资者股份交易相关的任何税务、法律、货币或其他经济后果承担任何责任；

- (ff) 公司、整体协调人、独家保荐人或其各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他方均不对购买投资者股份或与投资者股份有关的任何交易产生的任何税务、法律、货币等经济上的或其他方面的后果承担任何责任；以及
- (gg) 除根据本协议外，投资者或其任何控股股东、关联方及其各自实益拥有人均未通过全球发售的簿记建档程序申请或认购任何H股；及
- (hh) 投资者及其紧密联系人（定义见《上市规则》）在本公司已发行股本中的合计持股（不论直接或间接）不得导致公众（定义见《上市规则》）持有的本公司证券总数低于《上市规则》规定或联交所另行批准的百分比。

6.3 投资者向本公司、独家保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、独家保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、独家保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家保荐人及/或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及/或本公司、独家保荐人和/或整体协调人合理要求的其他事宜的信息及/或证明文件，以确保其遵守适用法律及/或公司或证券登记规定及/或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且其将于该说明发生任何变化时立即作出书面通知，并向公司、独家保荐人和整体协调人提供意见和更新信息及/或证明文件。

6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家保荐人及整体协调人。

6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、

监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。

6.7 本公司声明、保证及承诺：

- (a) 其依据中国法律妥为注册成立及有效存续；
- (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；
- (c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
- (d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合香港《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及
- (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.4条或第4.5条予以终止；
 - (b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或
 - (c) 经投资者、本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止。
- 7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

- 8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：
- (a) 联交所、证监会、中国证监会及/或本公司、独家保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、独家保荐人及/或整体协调人或代表本公司、独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
 - (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及
 - (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何

政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、独家保荐人和保荐人兼整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人和/或整体协调人能够遵守适用的公司或证券登记及 / 或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

- 9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址、传真号码或电邮地址（如适用）：

若发送至本公司，则发送至：

地址： 中国广东省深圳市宝安区福永街道凤凰小区岭下路5号
办公楼2层
邮件： peter@meigsmart.com
收件人： 黄敏

若发送至投资者，则发送至：

地址： 广州市天河区花城大道665号翡丽商务大厦2903
邮件： 2066285958@qq.com
收件人： 黄荣耀

若发送至中金及整体协调人，则发送至：

地址： 香港中环港景街1号国际金融中心一期29楼
邮件： ib_tops@cicc.com.cn
收件人： Project TOPS Deal Team

- 9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若以传真发送，则为传送确认之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2 本协议项下独家保荐人及整体协调人的义务为各自独立承担（而非共同或共同及各别）。任何独家保荐人或整体协调人均无需对其他独家保荐人或整体协调人未能履行其在本协议项下的各自义务承担责任，且该等未履行不影响任何其他独家保荐人或整体协调人执行本协议条款的权利。尽管有前述规定，在适用法律允许的范围内，各独家保荐人及整体协调人均有权单独或与其他独家保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。
- 10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。
- 10.4 投资者、本公司、独家保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。为避免疑义，对本协议的任何修改或变更均无需事先通知或征得非协议方人士的同意。
- 10.6 本协议将仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。

- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经投资者、本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
 - (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12 各独家保荐人和整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该独家保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭

借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）有权取消本协议及本协议项下各方的所有责任即告终止。

10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，及本第11.2条及仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括但不限于仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括但不限于任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 对美国特别处置机制的认可

13.1 若全球发售的任何承销商属于受规管实体，并受到美国特别处置机制项下程序的约束，则该承销商对本协议以及其在本协议项下的任何权益及义务的转让，其效力应与在本协议及该等权益和义务受美国或美国任何州法律管辖的情况下，根据美国特别处置机制进行的转让具有同等效力。

13.2 如任何承销商属于受规管实体，或为该承销商的《银行控股公司法》关联方，并因此受到美国特别处置机制项下程序的约束，则本协议项下可针对该承销商行使的违约权利，其可行使的程度不得超过在本协议受美国或美国任何州法律管辖的情况下，根据美国特别处置机制所允许行使的程度。

14. 副本

14.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表:

美格智能技术股份有限公司

签署人:

A handwritten signature in black ink, appearing to be '王平' (Wang Ping), written over a horizontal line.

姓名: 王平

职衔: 执行董事、董事长兼总经理

为及代表:

CHINA WINNING LIMITED

签署人:

For and on behalf of
CHINA WINNING LIMITED
中 興 有 限 公 司


Authorized Signature(s)

姓名: 黄荣耀

职衔: 授权代表

为及代表：

中国国际金融香港证券有限公司

签署人：

A handwritten signature in black ink, appearing to be '王梦' (Wang Meng), written over a horizontal line.

姓名：王梦

职衔：总监/Director

为及代表：

中国国际金融香港证券有限公司

作为授权代表并代表本协议所定义的其他整体协调人

签署人：



A handwritten signature in black ink, appearing to be '王梦' (Wang Meng), is written over a horizontal line.

姓名：王梦

职衔：总监/Director

附表一 投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于3,000,000美元的港元（采用招股章程所披露的汇率计算）（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近100股H股的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售的架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条规定或联交所另行豁免的最低公众持股量规定；及(iii)香港《上市规则》第19A.13C条规定的最低自由流通量规定；(iv)香港《上市规则》第18项应用指引第3.2段。

附表二 投资者详情

投资者

注册成立地：	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1 110, British Virgin Islands
注册证书编号/注册证书编号及法律实体识别编号：/ 法律实体识别编号：	CC599174D5
商业地址及电话号码及联络人：	香港尖沙咀加连威老道98号 东海商业中心1302C 黄荣耀，+852 65511267
主要业务：	投资
最终控股股东：	黄荣耀
最终控股股东的注册地：	NA
最终控股股东的商业登记号码及LEI号码：	NA
最终控股股东的主要业务：	NA
股东及持有之权益：	100%
投资者在招股章程中的描述：	China Winning是一家于英属维尔京群岛注册成立的英属维尔京群岛商业公司，主要从事投资业务。其由黄荣耀及刘凌菱分别持有98%及2%的复广投资有限公司全资拥有。黄荣耀及刘凌菱均为独立第三方。China Winning参与本次全球发售，乃因其对本公司的业务表现及未来发展充满信心。
相关投资者类别（联交所FINI承销商名单模板所述或由FINI界面要求披露）：	基石投资者

基石投资协议

2026 年 2 月 25 日

美格智能技术股份有限公司

及

周增昌

及

中国国际金融香港证券有限公司

PAUL
HASTINGS

香港

花园道 1 号

中银大厦 22 楼

电话: +852.2867.1288

www.paulhastings.com

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本协议（本「协议」）于2026年2月25日订立

订约方：

- (1) 美格智能技术股份有限公司，一家于2007年4月5日根据中国法律成立，并于2015年5月14日转制为股份有限公司的公司，其注册办事处位于中国广东省深圳市宝安区福永街道凤凰小区岭下路5号办公楼2层，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「本公司」）；
- (2) 周增昌，香港居民（身份证号为K414056(7)），地址为Flat 3204, Shek Tai Hse, Shek Lei Est, Kwai Chung, NT, Hong Kong（「投资者」）；
- (3) 中国国际金融香港证券有限公司，其注册办事处地址为香港中环港景街1号国际金融中心一期29楼（「中金」）；

（中金为「独家保荐人」及「保荐人兼整体协调人」；中金及法国巴黎证券（亚洲）有限公司合称「整体协调人」及其各自为「整体协调人」）

鉴于：

- (A) 本公司已提交申请通过全球发售（「全球发售」）使其H股（定义见下文）于联交所（定义见下文）上市（「本次上市」），有关发售包括：
 - (i) 本公司作出的公开发售，以供香港公众认购H股（「香港公开发售」）；及
 - (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者进行配售）或依据《证券法》其他适用豁免登记规定，有条件配售公司发售的H股股份（可予调整（如适用）（「国际发售」））。
- (B) 中金担任本次上市的独家保荐人；及中金及巴黎证券担任本次全球发售的整体协调人及资本市场中介。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

- 1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(g)条所给予的涵义。

「**联系人 / 紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人 / 紧密联系人**」须据此解释。

「**《银行控股公司法》关联方**」具有《美国法典》第12编第1841(k)条中“关联方（affiliate）”一词所赋予的含义，并应依其解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日或香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「**《公司（清盘及杂项条文）条例》**」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）。

「**关连人士 / 核心关连人士**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士 / 核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「**控股股东**」具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」

须据此解释。

「**受规管实体**」指以下任何一项：

- (i) 根据《联邦法规汇编》第12编第252.82(b)条所界定并据其解释的“受规管实体（covered entity）”；
- (ii) 根据《联邦法规汇编》第12编第47.3(b)条所界定并据其解释的“受规管银行（covered bank）”；或
- (iii) 根据《联邦法规汇编》第12编第382.2(b)条所界定并据其解释的“受规管金融机构（covered FSI）”。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年6月19日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**违约权利**」具有《联邦法规汇编》（C.F.R.）第12编第252.81条、第47.2条或第382.1条（视适用情况而定）中所赋予的含义，并应依其解释。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益所有权或在其中的任何利益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**经济制裁法**」指由美国财政部外国资产控制办公室、美国国务院、美国财政部、联合国、英国财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家经济制裁机构实施的任何经济或金融制裁；

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有叙文(A)所给予的涵义。

「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的

「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有叙文(A)所给予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）

发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所给予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「**《上市指南》**」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「**《上市规则》**」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的《上市指南》、上市决策和其他要求。

「**禁售期**」具有第5.1条所给予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其

他文件和公告（均经不时修订或补充）。

「**合格机构买家**」具有叙文(A)所给予的涵义。

「**S规例**」指《证券法》下的S规例。

「**监管机构**」具有第6.2(i)条所给予的涵义。

「**相关受制裁管辖区**」指与本公司相关的管辖区，该管辖区存在制裁相关法律或法规，限制其国民和/或在該管辖区注册或设立的实体直接或间接向特定国家、政府、个人或实体提供资产或服务，或以其他方式处理此类法律或法规所针对的资产。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**人民币**」指人民币，为中国的法定货币。

「**受制裁对象**」指符合下列任一情形的任何个人或实体：

- (i) 被列入相关受制裁司法管辖区依据制裁相关法律法规发布的任何目标人员或实体名单，包括但不限于美国财政部外国资产控制办公室（OFAC）、美国国务院管理的名单（不限于“特别指定国民和被封锁人员”名单），或依据经济制裁法律发布的任何目标人员名单；
- (ii) 受制裁地区的政府；
- (iii) 由前述任何主体拥有、控制或代表其行事的实体；
- (iv) 位于、组织于、居住于或从受制裁地区运营的实体；
- (v) 因与上述任何主体存在所有权、控制权或代理关系，而成为相关受制裁管辖区法律法规制裁对象的实体；或
- (vi) 依据任何经济制裁法律法规被列为制裁对象的实体。

「**受制裁地区**」指根据相关受制裁司法管辖区的制裁相关法律或法规实施全面出口、进口、金融或投资禁运的任何国家或其他地区，包括但不限于截至本协议签署之日乌克兰克里米亚地区、自称顿涅茨克人民共和国、自称卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「证监会」或「香港证监会」指香港证券及期货事务监察委员会。

「《证券及期货条例》」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「联交所」指香港联合交易所有限公司。

「附属公司」具有《公司条例》所给予的涵义。

「美国」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「美元」指美国的法定货币。

「美国人士」具有S规例赋予该词的涵义。

「美国特别处置机制」指以下各项：

- (i) 《联邦存款保险法》（Federal Deposit Insurance Act）及其项下颁布的法规；以及
- (ii) 《多德-弗兰克华尔街改革与消费者保护法》（Dodd-Frank Wall Street Reform and Consumer Protection Act）第二章及其项下颁布的法规。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「条款」、「分条」或「附表」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；
 - (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是

否修改)；及

(iii) 据此作出的任何附属立法；

- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述「人士」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述「包括」之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由双方共同宽免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由本公司、独家保荐人和整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、独家保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且 (A) 是合格机构买家或 (B) (i)并非或将不会成为美国人士；(ii)位于或将位于美国境外；及(iii)根据《证券法》S规例将在离岸交易中收购投资者股份，**但前提是：**

- (a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

- (b) 投资者(i)无条件及不可撤销地向本公司、独家保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

- 2.3 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

- 3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或安排发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及整体协调人共同豁免）为条件：

- (a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；
- (b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；
- (c) 联交所上市委员会已批准股份上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；
- (d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交易前未被驳回、撤回、撤销或作废；
- (e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预

期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

- (f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确、真实及完整且不具误导性或欺骗性，以及投资者未严重违反本协议。

- 3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家保荐人和整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及整体协调人共同豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、独家保荐人及/或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者在本协议项下作出的声明、保证、承诺、确认和承认的行为。
- 3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、独家保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、独家保荐人和整体协调人或其各自的联属人士、高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。
- 4.2 投资者须按上市日期前一(1)个营业日下午5点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一(1)个整营业日上午8点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，

相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

- 4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.4 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家保荐人和整体协调人各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、独家保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.5 本公司、独家保荐人、整体协调人及彼等各自的附属公司、联属人士、高级管理人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表因超出本公司、独家保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、海啸、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），并且本公司、独家保荐人及整体协调人（为其本身及代表整体协调人）各自有权终止本协议。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.2条将由其全资附属公司持有时，代表其全资附属公司），与本公司、独家保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、独家保荐人和整体协调人各自的事先书面同意，投资者不会并将促使其联属人士不会自上市日期（包括该日期）起至上市日期起六(6)个月之日（包括该日期）内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行

权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；或(iv)同意或签订合同，或公开宣布有意进行(i)、(ii)和(iii)所述的任何此类交易；及(b)倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、整体协调人及独家保荐人。

受限于上述条款，投资人同意并向本公司、整体协调人及独家保荐人承诺，在禁售期满后的任何时间，如投资人或任何投资人附属公司交易或处置任何有关股份，或同意或订约，或宣告有意进行该等交易、投资人（代表自己或代表其公司）应采取所有合理步骤，确保该处置不会造成H股股份的市场混乱和虚假，并应遵守所有适用法律和法规以及所有主管公司所在法律管辖区的证券交易所规则，包括但不限于上市规则、公司（清盘及杂项规定）条例、公司条例和证券及期货条例）。

5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是在所有情况下：**

- (a) 至少提前五(5)个营业日向本公司、独家保荐人和整体协调人提供该等转让的书面通知，其中包含该全资附属公司的身份和使本公司和整体协调人满意的证据，证明预期受让人是如本公司、独家保荐人和整体协调人所要求的投资者的全资附属公司；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（向本公司、独家保荐人和整体协调人作出，按令本公司、独家保荐人和整体协调人满意的条款和形式及以本公司、独家保荐人和整体协调人为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、陈述和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令本公司、

独家保荐人整体协调人满意的条款和形式向本公司、独家保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

- (f) 该全资附属公司(A)是合格机构买家或(B)(i)并非及将不会成为美国人士或为美国人士的账户或利益认购或申购相关股份；(ii)位于及将会位于美国境外；并(iii)将会根据《证券法》S规例在离岸交易中收购相关股份。
- 5.3 投资者同意及承诺，在任何时候，除非取得本公司、独家保荐人和整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会以任何其他方式成为本公司的核心关连人士，并且投资者和其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权不得造成公众持有的公司股权（考虑在《上市规则》和联交所的解释，包括但不限于《上市规则》第19A.13A条）低于《上市规则》规定的百分比或联交所可能批准并不时适用于本公司的其他百分比规定。投资者同意，如果发现上述任何情况，将立即以书面形式通知本公司、整体协调人和独家保荐人。
- 5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家保荐人和/或整体协调人合理请求向本公司、独家保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促致控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股。
- 5.5 投资者及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与香港《上市规则》（包括但不限于《上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。
- 5.6 投资者将使用内部资源为认购投资者股份提供资金，无需获取任何外部融资。

6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、独家保荐人和整体协调人陈述、保证、承诺、承认、同意

和确认：

- (a) 本公司、独家保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。投资者特此放弃以全球发售因任何原因延迟或未能在预定日期及时间完成（或根本未能完成），或发行价未在公开文件所载指示性价格区间内为由，向本公司、整体协调人及独家保荐人及其各自关联方提出任何索赔或诉讼的任何权利（如有）；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；
- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性或欺骗性；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者确认并同意，本公司、独家保荐人及整体协调人可向政府机构（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者认购投资者股份或以其他方式根据本协议投资本公司的信息，且投资者确认并承诺披露及提供通过投资者提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；
- (g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件及任何适用法律接受投资者股份；
- (h) 投资者并非本公司的现有股东、关连人士或联属人士，亦不代表上述

任何人士行事；

- (i) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (j) 本公司、独家保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下或另外为联交所规定或批准的最低公众持股要求；(iii)上市规则第19A.13C条规定的最低自由流通量规定；或(iv)上市规则第18项应用指引第3.2段；
- (k) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (l) 本公司、整体协调人、独家保荐人及其各自的附属公司、代理人、董事、监事、雇员或联属人士，以及参与本次全球发售的任何其他方，均不对认购和/或收购投资者股份或与投资者股份交易相关的任何税务、法律、货币或其他经济后果承担任何责任；
- (m) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行或为任何其他司法管辖区的任何人士的利益，而有关司法管辖区适用法律允许者除外；
- (n) 如投资者依据《证券法》144A规则认购投资者股份，投资者股份将构成《证券法》第144条所指的“限制性证券”；
- (o) 其明白及同意，仅可(A)依据《证券法》下第144条或其项下其他豁免规定在美国境内转让投资者股份；或(B)依据《证券法》S规例在美国境外于「离岸交易」（定义见《证券法》S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (p) 其明白，本公司、独家保荐人、整体协调人或国际发售的任何国际承销商或其各自的附属公司、联属人士、董事、监事、高级管理人员、

雇员、代理人、顾问、关联方、合伙人及代表均无就《证券法》下第144条和144A规则或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；

- (q) 除非第5.2条作出规定，否则若投资人的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (r) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及在不影响其已签订的任何保密协议的前提下，其：
 - (i) 在有关信息因投资者或其任何附属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、缔约方、合伙人及代表（「获授权接收人」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；
 - (ii) 尽力确保其获授权接收人（按照本第6.1(r)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及
 - (iii) 不会且将确保其获授权接收人（按照本第6.1(r)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其附属人士或联系人的其他证券或衍生工具的行为；
- (s) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；
 - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论

书面或口头)或交付的任何其他材料可能在订立本协议后进一步予以修订,及投资者及/或其代表在决定是否投资投资者股份时不得加以依赖,及投资者在此同意相关修订(如有)及放弃与修订有关的权利(如有);

- (t) 本协议整体或单独不构成,在美国或于其中作出出售证券要约属非法的任何其他司法管辖区,出售证券的要约;
- (u) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动(具有S规例所指的涵义)或就投资者股份进行任何形式的一般招揽或一般广告(定义见《证券法》D规例),或以任何方式涉及公开发售(定义见《证券法》第4(2)条);
- (v) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息,及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会,且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息;
- (w) 在作出投资决定时,各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息,及尚未或将不会依赖本公司、独家保荐人及/或整体协调人(包括其各自董事、监事(如适用)、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士)或代上述人士于本协议日期或之前提供给投资者的任何其他信息(不论是由本公司、独家保荐人、整体协调人或各自的董事、监事(如适用)、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的,还是由其他),及本公司、独家保荐人、整体协调人及其各自董事、监事(如适用)、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺,及本公司、独家保荐人、整体协调人及其各自董事、监事(如适用)、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料,或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事(如适用)、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任;
- (x) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事(如适用)、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份,或本公司或本集团成员的业务、经营、前景或状况(财务或其他)或就与此相关的任何其他事宜向其作出任何保证、声明或建议;及除非最终国际发售通函作出规定,否则本公司及其董事、

监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

- (y) 投资者将遵守本协议、香港《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (z) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家保荐人、整体协调人或其各自子公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资人认购投资者股份或有关交易投资者股份的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果承担责任；
- (aa) 其明白，投资者股份目前并无公开市场，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问并未就将存在投资者股份的公开市场作出担保；
- (bb) 若全球发售因任何原因延迟、终止或未完成，本公司、独家保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其子公司不承担任何责任；
- (cc) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权及(iii)在符合适用法律的情况下，对发售股份数量、发售价范围和最终发售价进行联交所可能批准的其他调整或重新分配；
- (dd) 除本协议及由投资者、本公司和独家保荐人及/或整体协调人签订的保密协议外，投资者并无与本公司，本公司的任何股东，独家保荐人及/或整体协调人订立其他有关全球发售的协议；
- (ee) 投资者同意于上市日期前一(1)个营业日下午5点之前（香港时间）（不论投资者股份的交付时间如何），支付总投资金额及相关经纪佣

金与征费；

- (ff) 交易H股须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；
- (gg) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；

6.2 投资者向本公司、独家保荐人和整体协调人进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有接收和使用本协议项下的信息（包括本协议、招股章程草案和初步发售通函草案）的资格，这些信息并不会违反适用于投资者的法律，也不需要投资者所在的司法权区内进行任何注册或获得许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权），因此，其履行本协议项下义务的行为不受任何第三方政府及监管机构的同意、批准和授权限制，但第3.1条所述条件除外；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「批准」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。所有批准均未被撤销、撤回或废止，且截至本协议签署之日亦未被撤销、撤回或废止；投资者亦不知悉任何可能导致批准被撤销、撤回或废止的事实或情况。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、独家保荐人和整体协调人。

- (h) 投资者签订及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、独家保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）及/或；(iv)投资者或其实益拥有人和紧密联系人及本公司及其任何股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、独家保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据上市规则或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易任何独家保荐人或整体协调人；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；
- (m) 投资者为专业投资者，且(i)若于美国境内认购投资者股份，其为合格机构买家；或(ii)若于美国境外认购投资者股份，其于《证券法》S规例所指「离岸交易」中如此行事且并非且将不会成为美国人士；
- (n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受

《证券法》注册要求；

- (o) 投资者及其实益拥有人及 / 或联系人，以及（如有）为其行事的人(i) 为投资者本人认购或收购公司的投资者股份；(ii)为独立于本公司或其联属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协议项下所有义务的财务能力及(v)并非受(a)本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、控股股东、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接受融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；及(vi)与公司或其任何股东，除以书面形式向本公司、独家保荐人和整体协调人披露者外，并无任何关联关系；
- (p) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及 / 或联系人以及投资者为其行事而购买投资者股份的人士（如有）及其关联方，均非独家保荐人、整体协调人、全球协调人、账簿管理人、全球发售的牵头经理、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」且不属于《上市规则》附录F1（《股本证券的配售指引》）所载人士的任何类别。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；
- (t) 除先前以书面形式通知独家保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b)《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；
- (u) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订

立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

- (v) 投资者及其董事、高级管理人员、监事（如适用）、雇员或代理人均非受制裁对象；
- (w) 认购投资者股份将遵守香港《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、独家保荐人及／或整体协调人违反该等条文的行为；
- (x) 投资者及其任何联属人士、董事、监事、高级管理人员、雇员、代理人或代表概无接受或订立任何协议或安排，以通过附函或其他方式接受本公司、本集团任何成员公司或其各自联属人士、董事、监事、高级管理人员、雇员、代理人或代表在全球发售中提供的任何直接或间接利益，亦未从事任何与《上市指南》第4.15章不符或违反该章的行为或活动；
- (y) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于香港《上市规则》规定的百分比或联交所另行批准的百分比；
- (z) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何独家保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；
- (aa) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其控股股东或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括《上市指南》第4.15条)；
- (bb) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何H股下达订单；
- (cc) 除本此协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；
- (dd) 除先前以书面形式向本公司、独家保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品；

- (ee) 本公司、整体协调人、独家保荐人及其各自的附属公司、代理人、董事、雇员或关联方，以及参与本次全球发售的任何其他方，均不对因认购投资者股份或与投资者股份交易相关的任何税务、法律、货币或其他经济后果承担任何责任；
- (ff) 公司、整体协调人、独家保荐人或其各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他方均不对购买投资者股份或与投资者股份有关的任何交易产生的任何税务、法律、货币等经济上的或其他方面的后果承担任何责任；以及
- (gg) 除根据本协议外，投资者或其任何控股股东、关联方及其各自实益拥有人均未通过全球发售的簿记建档程序申请或认购任何H股；及
- (hh) 投资者及其紧密联系人（定义见《上市规则》）在本公司已发行股本中的合计持股（不论直接或间接）不得导致公众（定义见《上市规则》）持有的本公司证券总数低于《上市规则》规定或联交所另行批准的百分比。

6.3 投资者向本公司、独家保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、独家保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的条件下，若在本公司、独家保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家保荐人及/或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及/或本公司、独家保荐人和/或整体协调人合理要求的其他事宜的信息及/或证明文件，以确保其遵守适用法律及/或公司或证券登记规定及/或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且其将于该说明发生任何变化时立即作出书面通知，并向公司、独家保荐人和整体协调人提供意见和更新信息及/或证明文件。

6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家保荐人及整体协调人。

- 6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；
 - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；
 - (c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
 - (d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合香港《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及
 - (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.4条或第4.5条予以终止；
 - (b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或
 - (c) 经投资者、本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止。
- 7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

- 8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：
- (a) 联交所、证监会、中国证监会及/或本公司、独家保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、独家保荐人及/或整体协调人或代表本公司、独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
 - (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。
- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、独家保荐人和保荐人兼整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人和/或整体协调人能够遵守适用的公司或证券登记及 / 或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

- 9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址、传真号码或电邮地址（如适用）：

若发送至本公司，则发送至：

地址： 中国广东省深圳市宝安区福永街道凤凰小区岭下路5号
办公楼2层
邮件： peter@meigsmart.com
收件人： 黄敏

若发送至投资者，则发送至：

地址： Flat 3204, Shek Tai Hse, Shek Lei Est, Kwai Chung, NT,
Hong Kong
邮件： tcchau@hotmail.com
收件人： 周增昌

若发送至中金及整体协调人，则发送至：

地址： 香港中环港景街1号国际金融中心一期29楼
邮件： ib_tops@cicc.com.cn
收件人： Project TOPS Deal Team

- 9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若以传真发送，则为传送确认之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2 本协议项下独家保荐人及整体协调人的义务为各自独立承担（而非共同或共同及各别）。任何独家保荐人或整体协调人均无需对其他独家保荐人或整体协调人未能履行其在本协议项下的各自义务承担责任，且该等未履行不影响任何其他独家保荐人或整体协调人执行本协议条款的权利。尽管有前述规定，在适用法律允许的范围内，各独家保荐人及整体协调人均有权单独或与其他独家保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。
- 10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。
- 10.4 投资者、本公司、独家保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。为避免疑义，对本协议的任何修改或变更均无需事先通知或征得非协议方人士的同意。
- 10.6 本协议将仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、

成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。

- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经投资者、本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
 - (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12 各独家保荐人和整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该独家保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家保荐人和保荐人兼整体协调人（为其本身及代表整体协调人）有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将订立及执行并促使订立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，及本第11.2条及仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括但不限于仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括但不限于任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

13. 对美国特别处置机制的认可

- 13.1 若全球发售的任何承销商属于受规管实体，并受到美国特别处置机制项下程序的约束，则该承销商对本协议以及其在本协议项下的任何权益及义务的转让，其效力应与在本协议及该等权益和义务受美国或美国任何州法律管辖的情况下，根据美国特别处置机制进行的转让具有同等效力。
- 13.2 如任何承销商属于受规管实体，或为该承销商的《银行控股公司法》关联方，并因此受到美国特别处置机制项下程序的约束，则本协议项下可针对该承销商行使的违约权利，其可行使的程度不得超过在本协议受美国或美国任何州法律管辖的情况下，根据美国特别处置机制所允许行使的程度。

14. 副本

- 14.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表:

美格智能技术股份有限公司

签署人:

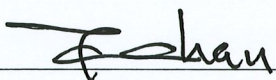
A handwritten signature in black ink, appearing to be '王平' (Wang Ping), written over a horizontal line.

姓名: 王平

职衔: 执行董事、董事长兼总经理

投资者姓名

签署人：

_____

姓名：周增昌

为及代表：

中国国际金融香港证券有限公司

签署人：

A handwritten signature in black ink, appearing to be '王梦' (Wang Meng), written over a horizontal line.

姓名：王梦

职衔：总监/Director

为及代表：

中国国际金融香港证券有限公司

作为授权代表并代表本协议所定义的其他整体协调人

签署人：



A handwritten signature in black ink, appearing to be '王梦' (Wang Meng), is written over a horizontal line.

姓名：王梦

职衔：总监/Director

附表一 投资者股份

投资者股份数目

投资者股份数目应等于(1)50,000,000港元（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近100股H股的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售的架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条规定或联交所另行豁免的最低公众持股量规定；及(iii)香港《上市规则》第19A.13C条规定的最低自由流通量规定；(iv)香港《上市规则》第18项应用指引第3.2段。

附表二 投资者详情

投资者

投资者姓名：	周增昌
国籍：	中国香港
护照/身份证号码：	K414056(7)
投资者在招股章程中的描述：	Chau Tsang Cheong / 周增昌 周先生为个人投资者，于建筑行业拥有逾二十年经验，同时拥有基金及股票投资经验。彼现为欧罗石材工程有限公司（一间于香港注册成立的公司）的执行董事及唯一股东。周先生为独立第三方。周先生参与本次全球发售，乃因其认同本公司在物联网及智能网联车领域的优势地位，并对本公司的业务及前景充满信心。
相关投资者类别（联交所FINI承销商名单模板所述或由FINI界面要求披露）：	基石投资者

CORNERSTONE INVESTMENT AGREEMENT

February 25, 2026

MEIG SMART TECHNOLOGY CO., LTD.
(美格智能技术股份有限公司)

AND

MEIKO ELEC. HONG KONG CO., LIMITED

AND

**CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG
SECURITIES LIMITED**

PAUL

HASTINGS

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1 Garden Road
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THIS AGREEMENT (this “**Agreement**”) is made on February 25, 2026

BETWEEN:

- (1) **MEIG SMART TECHNOLOGY CO., LTD.** (美格智能技术股份有限公司), a company established under the laws of the PRC on April 5, 2007 and converted into a joint stock company with limited liability on May 14, 2015, whose registered office is at 2/F, No. 5 Lingxia Road, Fenghuang Community, Fuyong Street, Bao'an District, Shenzhen, Guangdong, PRC and a place of business in Hong Kong at 40/F, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong (the “**Company**”);
- (2) **MEIKO ELEC. HONG KONG CO., LIMITED**, a company incorporated in Hong Kong whose registered office is at Unit 1616 Tower I Metropola, 223 Hing Fong Road, Kwai Chung, Hong Kong (the “**Investor**”);
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”); and

(CICC, as the “**Sole Sponsor**” and “**Sponsor-OC**”; CICC and BNP Paribas Securities (Asia) Limited, collectively, as the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

WHEREAS:

- (A) The Company has made an application for the listing of its H Shares (as defined below) on the Stock Exchange (as defined below) (the “**Listing**”) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of H Shares by the public in Hong Kong (the “**Hong Kong Public Offering**”), and
 - (ii) a conditional placing of H Shares (subject to reallocation (if applicable)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below) or another available exemption from registration under the Securities Act (as defined below) (the “**International Offering**”).
- (B) CICC is acting as the Sole Sponsor to the Listing; and CICC and BNPP are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, including its schedules and its recitals, each of the following words and expressions shall have the following meanings unless the context otherwise requires:

“affiliate” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

“AFRC” means the Accounting and Financial Reporting Council of Hong Kong.

“Aggregate Investment Amount” means the amount equal to the Offer Price multiplied by the number of Investor Shares.

“Approvals” has the meaning given to it in Clause 6.2(g).

“associate/close associate” shall have the meaning ascribed to such term in the Listing Rules and **“associates/close associates”** shall be construed accordingly.

“BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“Brokerage” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules (as defined under the Listing Rules).

“business day” means any day (other than Saturday, Sunday or a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities.

“CCASS” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited.

“Closing” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement.

“Companies Ordinance” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time.

“Companies (Winding Up and Miscellaneous Provisions) Ordinance” means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time.

“connected person/core connected person” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“connected persons/core connected persons”** shall be construed accordingly.

“connected relationship” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules.

“Contracts (Rights of Third Parties) Ordinance” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time.

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly.

“Covered Entity” means any of the following:

- (i) a **“covered entity”** as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a **“covered bank”** as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a **“covered FSI”** as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“CSRC” means the China Securities Regulatory Commission.

“CSRC Filings” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report).

“CSRC Filing Report” means the filing report of the Company in relation to the Global Offering, including any amendments, supplements, and/or modifications thereof, submitted to the CSRC on June 19, 2025 pursuant to Article 13 of the CSRC Filing Rules.

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time.

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“dispose of” includes, in respect of any Relevant Shares (as defined below), directly or indirectly.

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and **“disposal”** shall be construed accordingly.

“Economic Sanctions Law” means any economic or financial sanctions administered by Office of Foreign Assets Control (OFAC), the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority.

“FINI” shall have the meaning ascribed to such term to in the Listing Rules.

“Global Offering” has the meaning given to it in Recital (A).

“Governmental Authority” means any governmental, inter-governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC).

“Group” means the Company and its subsidiaries.

“H Share(s)” means the overseas listed foreign share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and proposed to be listed on the Stock Exchange.

“HK\$” or **“Hong Kong dollar”** means the lawful currency of Hong Kong.

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.

“Hong Kong Public Offering” has the meaning given to it in Recital (A).

“Indemnified Parties” has the meaning given to it in Clause 6.5, and **“Indemnified Party”** shall mean any one of them, as the context shall require.

“International Offering” has the meaning given to it in Recital (A).

“International Offering Circular” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering.

“Investor-related Information” has the meaning given to it in Clause 6.2(i).

“Investor Shares” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators.

“Laws” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions.

“Levies” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date) in each case, of the Aggregate Investment Amount.

“Listing Date” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange.

“Listing Guide” means the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time.

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the Listing Guide, listing decisions and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time.

“Lock-up Period” has the meaning given to it in Clause 5.1.

“Offer Price” means the final Hong Kong dollar price per H Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering.

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require.

“PRC” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan.

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time.

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO.

“Prospectus” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering.

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time.

“QIB(s)” has the meaning given to it in Recital (A).

“Regulation S” means Regulation S under the Securities Act.

“Regulators” has the meaning given to it in Clause 6.2(i).

“Relevant Sanctioned Jurisdiction” means a relevant jurisdiction that is relevant to the Company and has sanctions related law or regulation restricting, among other things, its nationals and/or entities which are incorporated or located in that jurisdiction from directly or indirectly making assets or services available to or otherwise dealing in assets of certain countries, governments, persons or entities targeted by such law or regulation.

“Relevant Shares” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise).

“RMB” means Renminbi, the lawful currency of the PRC.

“Sanctioned Target” means any person or entity that is:

- (i) designated on any list of targeted persons or entities issued under the sanctions-related law or regulation of a Relevant Sanctioned Jurisdiction, including but

not limited to, the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons,” or on any list of targeted persons issued under the Economic Sanctions Laws;

- (ii) a government of a Sanctioned Territory;
- (iii) owned or controlled by, or acting on behalf of, any of the foregoing;
- (iv) located, organized or resident in or operating from a Sanctioned Territory;
- (v) the target of sanctions under the law or regulation of a Relevant Sanctioned Jurisdiction because of a relationship of ownership, control, agency with any of the foregoing; or
- (vi) otherwise targeted under any Economic Sanctions Laws.

“**Sanctioned Territory**” means any country or other territory subject to a general export, import, financial or investment embargo under sanctions-related law or regulation of the Relevant Sanctioned Jurisdictions, including but not limited to, as of the date of this Agreement, the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria.

“**Securities Act**” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder.

“**SFC**” means The Securities and Futures Commission of Hong Kong.

“**SFO**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder.

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited.

“**subsidiary**” has the meaning given to it in the Companies Ordinance.

“**U.S.**” or “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

“**US\$**” or “**US dollar**” means the lawful currency of the United States.

“**U.S. Person**” has the meaning given to it in Regulation S.

“**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**Clause**,” “**Sub-clause**” or “**Schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and *vice versa* and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**,” “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in Clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d)

and 3.1(e) cannot be waived and the condition under Clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Overall Coordinators) and other terms and conditions of this Agreement:

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with Clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Sole Sponsor and the Overall Coordinators not later than ten (10) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and (A) is a QIB or (B) (i) is not and will not be a U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, **provided that:**

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Sole Sponsor and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Sole Sponsor and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with Clause 6.5.

The obligations of the Investor under this Clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Sole Sponsor or the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Sole Sponsor or the Overall Coordinators first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree,

the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to Clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under Clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Overall Coordinators) at or prior to the Closing:
- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
 - (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
 - (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver not having been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
 - (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;
 - (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
 - (f) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in Clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d)

and 3.1(e) cannot be waived and the condition as set out in Clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sole Sponsor and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other Party will be repaid to the Investor by such other Party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Sponsor and/or the Overall Coordinators shall cease and terminate; **provided that** termination of this Agreement pursuant to this Clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, confirmations and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Sole Sponsor or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Sole Sponsor and/or the Overall Coordinators or their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

- 4.1 Subject to Clause 3 and this Clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacity as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit by 5:00 p.m. (Hong Kong time) no later than one (1) clear business day prior to the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall

Coordinators in writing by 8:00 a.m. (Hong Kong time) no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with Clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.
- 4.4 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sole Sponsor and the Overall Coordinators) reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Sole Sponsor and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with Clause 6.5.
- 4.5 None of the Company, the Sole Sponsor, the Overall Coordinators and their respective subsidiaries, affiliates, officers, directors, supervisors (if applicable), employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their obligations under this Agreement, and each of the Company, the Sole Sponsor and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond control of the Company, the Sole Sponsor or the Overall Coordinators (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19), declaration of a national, international or regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, tsunami, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat or escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to Clause 5.2, the Investor (for itself and on behalf of its wholly-owned subsidiary where the Investor Shares are to be held by such wholly-owned subsidiary pursuant to Clause 5.2) agrees, covenants with and undertakes to the Company, the Sole Sponsor and the Overall Coordinators that without the prior written consent of each of the Company, the Sole Sponsor and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agree, enter into an agreement or publicly announce an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii); and (b) in the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor will notify the Company, the Overall Coordinators and the Sole Sponsor in writing promptly prior to the proposed disposal.

Subject to the above paragraph, the Investor agrees and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that, at any time after the expiry of the Lock-up Period, in the event that the Investor or any Investor Subsidiary into any transactions to dispose of any Relevant Shares, or agrees or contracts to, or announces an intention to enter into such transactions, the Investor (for itself or on behalf of its subsidiary) shall take all reasonable steps to ensure that such disposal would not create a disorderly and false market in the H Shares and shall comply with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO).

- 5.2 Nothing contained in Clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, **provided that**, in all cases:
- (a) No less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sole Sponsor and the Overall Coordinators in terms and form satisfactory to the Company, the Sole Sponsor and the Overall Coordinators) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the

Investor's obligations under this Agreement, including the restrictions in this Clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

- (c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in Clause 6;
- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sole Sponsor and the Overall Coordinators in terms and form satisfactory to the Company, the Sole Sponsor and the Overall Coordinators) agreeing to be bound by the Investor's obligations under this Agreement, including, without limitation, the restrictions in this Clause 5 imposed on the Investor and give the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary (A) is a QIB or (B) (i) is not and will not be a U.S. Person, or subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

- 5.3 The Investor agrees and undertakes that except with the prior written consent of the Company, the Sole Sponsor and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times, and the Investor shall not otherwise become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 19A.13A the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the

Company, the Overall Coordinators and the Sole Sponsor promptly in writing if it comes to its attention of any of the abovementioned situations.

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sole Sponsor and/or the Overall Coordinators, provide reasonable evidence to the Company, the Sole Sponsor and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering.
- 5.5 The Investor and its affiliates, directors, supervisors (if applicable), officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including but not limited to Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder(s) of the Company, any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents has entered or will enter into such arrangements or agreements.
- 5.6 The Investor will be using internal resources, without obtaining any external financing, to finance its subscription of the Investor Shares.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Sole Sponsor and the Overall Coordinators that:
- (a) each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Overall Coordinators and the Sole Sponsor and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;
 - (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be

required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is accurate, true and complete in all respects and is not misleading or deceptive;
- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor acknowledges and consents that the Company, the Sole Sponsor and the Overall Coordinators may submit information about the Investor's subscription of the Investor Shares or otherwise its investment in the Company pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which the Investor provides or manages;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, this Agreement and any applicable Laws;
- (h) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;
- (i) the number of Investor Shares may be affected by re-allocation of the H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (j) the Company, the Sole Sponsor and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares at their sole and absolute

discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company; (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise prescribed or approved by the Stock Exchange; (iii) the minimum free float requirement under Rule 19A.13C of the Listing Rules; and/or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

- (k) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sole Sponsor and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (l) neither the Company, the Overall Coordinators, the Sole Sponsor nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription for and/or acquisition of, or in relation to any dealings in, the Investor Shares;
- (m) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (n) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (o) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (p) it understands that none of the Company, the Sole Sponsor, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144, Rule 144A or

any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

- (q) except as provided for under Clause 5.2, to the extent any of the Investor Shares are held by a subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and without prejudice to any non-disclosure agreement it has entered into, it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers, agents, contractors, partners and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this Clause 6.1(r)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this Clause 6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (u) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Investor Shares;
- (v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sole Sponsor or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (w) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sole Sponsor, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the

International Offering Circular and none of the Company, the Sole Sponsor, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

- (x) none of the Sole Sponsor, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;
- (y) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sole Sponsor, the Overall Coordinators or the other underwriters in connection with the Global Offering, and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, partners or representatives nor any other party involved in the Global Offering takes any responsibility as to any tax, legal, regulatory, financial, accounting, currency or other economic or other

consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

- (aa) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Sole Sponsor, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made assurances that a public market will ever exist for the Investor Shares;
- (bb) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Sole Sponsor, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (cc) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;
- (dd) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sole Sponsor and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Sole Sponsor and the Overall Coordinators;
- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:00 p.m. (Hong Kong time) no later than one (1) clear business day prior to the Listing Date regardless of the time of the delivery of the Investor Shares;
- (ff) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;
- (gg) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Sole Sponsor and the Overall Coordinators that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft

Preliminary Offering Circular), which would not be contrary to any Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies of third parties except for the conditions set out in under Clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained, and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals are not invalidated, revoked, withdrawn or set aside and have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, revoked, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sole Sponsor and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Sole Sponsor and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sole Sponsor or the Overall Coordinators in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

- (m) the Investor is a Professional Investor and (i) if subscribing for the Investor Shares in the United States, it is a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not and will not be a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account (i) are subscribing for or acquiring the Investor Shares in the Company for the Investor’s own account; (ii) are third parties independent of the Company or any of its affiliates; (iii) are not connected persons or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iv) have the financial capacity to meet all obligations arising under this Agreement; (v) are not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing;
- (p) the Investor will use its own funds to subscribe for the Investor Shares. The Investor has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Sole Sponsor, the Overall Coordinators, the global coordinators, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriter(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client,” “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “discretionary managed portfolio” shall have the meaning

ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) save as previously notified to the Sole Sponsor and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (u) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (v) neither the Investor, its directors, officers, supervisors (where applicable), employees or agents is a Sanctioned Target;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and it will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;
- (x) neither the Investor nor any of its affiliates, directors, supervisors, officers, employees, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter or otherwise, from the Company, any member of the Group, or any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Listing Guide;
- (y) the aggregate holding (directly and indirectly) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (z) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by any associates of the Company, by any connected person of the Company, by any one of the Sole Sponsor or the Overall Coordinators,

or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

- (aa) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) has been or will be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or its controlling shareholder(s), any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;
- (bb) none of the Investor or any of its associates has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;
- (cc) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (dd) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;
- (ee) neither the Company, the Overall Coordinators, the Sole Sponsor nor any of their respective subsidiaries, agents, directors employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (ff) neither the Company, the Overall Coordinators, the Sole Sponsor nor any of their respective subsidiaries, agents, directors employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (gg) none of the Investor or any of its controlling shareholder(s), associates and their respective beneficial owners has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement; and
- (hh) the aggregate holding (direct or indirect) of the Investor and its close associates (having the meaning under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange.

- 6.3 The Investor represents and warrants to the Company, the Sole Sponsor and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Sole Sponsor and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of Clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Sole Sponsor and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Sole Sponsor and/or the Overall Coordinators to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading, and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.
- 6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in Clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Sole Sponsor, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Sole Sponsor and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sole Sponsor, the Overall Coordinators and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (if applicable), employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the

Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, supervisors (if applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
 - (c) subject to payment and the Lock-up Period provided under Clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with Clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company and its controlling shareholder(s) (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and
 - (e) except as provided for in this Agreement, neither the Company, any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with Clauses 3.2, 4.4 or 4.5;
- (b) solely by any of the Company or the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the Overall Coordinators), in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to Clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of the Investor, the Company, the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the Overall Coordinators).

7.2 In the event that this Agreement is terminated in accordance with Clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under Clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under Clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, Clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Sole Sponsor, the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Sponsor and/or the Overall Coordinators is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis **provided that** such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Party is made

aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Party; and

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including without limitation the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Sole Sponsor and the Sponsor-OC in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sole Sponsor, the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Sole Sponsor, the Overall Coordinators and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in Clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sole Sponsor or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Sole Sponsor and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by Clause 9.2 to the following addresses or email addresses (as applicable):

If to the Company, to:

Address: 2/F, No. 5 Lingxia Road, Fenghuang Communit, Fuyong Street, Bao'an District, Shenzhen, Guangdong, PRC

Email: peter@meigsmart.com

Attention: Mr. Huang Min (黃敏)

If to the Investor, to:

Address: Unit 1616, Tower I, Metroplaza, 223 Hing Fong Road, Kwai Chung, Hong Kong

Email: Atsushi.funayama@meiko-elec.com

Attention: Mr. Atsushi Funayama

If to CICC and Overall Coordinators, to:

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong

Email: ib_tops@cicc.com.cn

Attention: Project TOPS Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six (6) days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Sole Sponsor and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Sole Sponsor or the Overall Coordinators will be liable for any failure on the part of any of the other Sole Sponsor or Overall Coordinator to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Sole Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Sole Sponsor and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Sole Sponsor or Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.

- 10.4 The Investor, the Company, the Sole Sponsor and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with Clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Investor, the Company, the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the Overall Coordinators).
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance.
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
- (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11.
- 10.12 Each of the Sole Sponsor and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company

or the Investor) to any one or more of their affiliates. Such Sole Sponsor or Overall Coordinators shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Sub-clause notwithstanding any such delegation.

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the Overall Coordinators) shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre

Administered Arbitration Rules in force as of the date of submitting the notice of arbitration. The place of arbitration shall be Hong Kong and the governing law of this Clause 12.2 and the arbitration proceedings shall be the laws of Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including without limitation arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including without limitation arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including without limitation any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including without limitation any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1 If any underwriter of the Global Offering that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2 If any underwriter that is a Covered Entity or a BHC Act Affiliate of such underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

14. COUNTERPARTS

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

FOR AND ON BEHALF OF:

MEIG SMART TECHNOLOGY CO., LTD.

美格智能技术股份有限公司

By:

A handwritten signature in black ink, consisting of stylized, overlapping strokes that form a unique, cursive-like mark.

.....
Name: WANG Ping

Title: Executive Director, Chairman of the Board and General Manager

FOR AND ON BEHALF OF:
MEIKO ELEC. HONG KONG CO., LIMITED

By:


.....

Name: Yuichiro Naya

Title: Director

**FOR AND ON BEHALF OF:
CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES
LIMITED**

By:



Name: WANG Meng

Title: Director

**FOR AND ON BEHALF OF:
CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES
LIMITED
AS ATTORNEY FOR AND ON BEHALF OF EACH OF THE OTHER
OVERALL COORDINATORS (AS DEFINED HEREIN)**

By:



Name: WANG Meng
Title: Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 5,000,000 (calculated using the exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of the H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for the H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a *pro rata* basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; (iii) the minimum free float requirement under Rule 19A.13C; and/or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules.

SCHEDULE 2 PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Unit 1616 Tower I Metroplaza, 223 Hing Fong Road, Kwai Chung, Hong Kong
Certificate of incorporation number and LEI number	651534
Business registration number:	21910919-000-08-25-2
Business address and telephone number and contact person:	Unit 1616 Tower I Metroplaza, 223 Hing Fong Road, Kwai Chung, Hong Kong Tel: +81-90-4001-9277 Atsushi Funayama
Principal activities:	Sales and Product Printed Circuit Board
Ultimate controlling shareholder:	Meiko Electronics Co., Ltd.
Place of incorporation of ultimate controlling shareholder:	5-14-15 Ogami, Ayase-shi, Kanagawa 252-1104, Japan
Business registration number and LEI number of ultimate controlling shareholder:	3021001027639
Principal activities of ultimate controlling shareholder:	Sales and Product Printed Circuit Board
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	Meiko Elec. Hong Kong Co., Limited / 名幸電子香港有限公司 Meiko HK is wholly owned by Meiko Electronics Co., Ltd. (“Meiko Elec”), a Japan-based company primarily engaging in the electronics field, with a core of printed circuit board design and manufacturing technology, the shares of which are listed on the Tokyo Stock Exchange (TYO: 6787). As of March 31, 2025, none of the shareholders of Meiko Elec holds 30% or more interests therein. We have procured PCB from a Meiko Elec’s subsidiary since 2019 and formed a joint venture company in Japan, MeiLink Co.,

Ltd. (株式會社 MeiLink), with MeiKo Elec
in 2020.

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places:	Cornerstone investor

February 25, 2026

MEIG SMART TECHNOLOGY CO., LTD.
(美格智能技術股份有限公司)

**CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES
LIMITED**

and

THE HONG KONG UNDERWRITERS
(named in Schedule 1)

HONG KONG UNDERWRITING AGREEMENT
relating to the Hong Kong Public Offering of Shares of
nominal value of RMB1.00 each in
MEIG SMART TECHNOLOGY CO., LTD.
(美格智能技術股份有限公司)

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THIS AGREEMENT is made on February 25, 2026

BETWEEN:

- (1) **MeiG Smart Technology Co., Ltd.**, a company incorporated in the People's Republic of China with limited liability whose registered address is at 2/F, No. 5 Lingxia Road, Fenghuang Community, Fuyong Street, Bao'an District, Shenzhen, Guangdong, PRC (the "**Company**");
- (2) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong ("**CICC**", the "**Sole Sponsor**", or the "**Sponsor-Overall Coordinator**"); and
- (3) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 1 (together the "**Hong Kong Underwriters**" and each a "**Hong Kong Underwriter**").

RECITALS:

- (A) The Company was established as a limited liability company under the laws of the PRC on April 5, 2007 and converted into a joint stock company with limited liability on May 14, 2015, and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on June 27, 2025. As of the Latest Practicable Date of the Hong Kong Prospectus (as defined below), the Company has an issued share capital of RMB 261,756,700, comprising 261,756,700 A shares of nominal value RMB1.00 each.
- (B) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell Shares to the public in Hong Kong in the Hong Kong Public Offering, and, concurrently, the Company will offer and sell H Shares outside the United States to institutional and professional investors and other investors expected to have a sizeable demand for the H Shares in the International Offering.
- (C) CICC has been appointed as the Sole Sponsor and the Sponsor-Overall Coordinator. CICC and BNP Paribas Securities (Asia) Limited ("**BNPP**") have been appointed as the Overall Coordinators. CICC, BNPP, China Industrial Securities International Capital Limited, Futu Securities International (Hong Kong) Limited, Tiger Brokers (HK) Global Limited and Open Securities Limited have been appointed as the Joint Global Coordinators in connection with the Global Offering.
- (D) The Sole Sponsor has made an application on behalf of the Company to the Stock Exchange for the listing on the Main Board of, and permission to deal in the H Shares on the Main Board.
- (E) The Hong Kong Underwriters have agreed to severally, but not jointly or jointly and severally, underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (F) The Warrantor has agreed to give irrevocably the representations, warranties, undertakings and indemnities set out herein in favor of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMLs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.
- (G) The Company has appointed Computershare Hong Kong Investor Services Limited to act as its H Share Registrar.
- (H) The Company has appointed CMB Wing Lung Bank Limited as the Receiving Bank for the Hong Kong Public Offering and CMB Wing Lung (Nominees) Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.

- (I) In connection with the Global Offering, the Company has obtained the approval granted by the CSRC on December 15, 2025, authorizing the Company to proceed with the Global Offering and the listing of the Shares on the Main Board of the Stock Exchange.
- (J) The Company, CICC and the International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (K) The Company has an Offer Size Adjustment Option under this Agreement which is exercisable by the Company with the prior written agreement between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) on or before the execution of the Price Determination Agreement and will lapse immediately thereafter, pursuant to which the Company may issue and allot up to an aggregate of 5,250,000 additional H shares at the Offer Price, to cover additional market demand, if any, without being subject to any reallocation mechanism.
- (L) At a meeting of the Board held/Pursuant to the written resolutions passed by the Board on February 12, 2026, resolutions were passed pursuant to which, *inter alia*, the Board has approved, and each of Mr. Wang Ping and Mr. Huang Min was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 **Introduction:** Except where the context otherwise requires, in this Agreement, including the Recitals and the Schedules, the following words and expressions shall have the respective meanings set out below:

“**A Share(s)**” means ordinary share(s) issued by our Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

“**Acceptance Date**” means March 5, 2026, being the date on which the Application Lists close in accordance with Clause 4.4;

“**Accepted Hong Kong Public Offering Applications**” means the Hong Kong Public Offering Applications which are from time to time accepted in whole or in part pursuant to Clause 4.5;

“**Admission**” means the grant or agreement to grant by the Listing Committee of the Stock Exchange of the listing on the Main Board of, and permission to deal on the Main Board in the H Shares (including any additional H Shares to be issued pursuant to the exercise, whether fully or partially, of the Offer Size Adjustment Option);

“**Affiliates**” means, in relation to any person, any other person which is the holding company of such person, or which is a subsidiary or branch, or any subsidiary or branch of the holding company of such person, or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such person. For the purposes of the foregoing, “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms “**controlling**”, “**controlled by**” and “**under common control with**” shall be construed accordingly;

“**AFRC**” means the Accounting and Financial Reporting Council of Hong Kong;

“AFRC Transaction Levy” means the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the AFRC;

“Announcement Date” means the date on which details of the basis of allocation of the Hong Kong Public Offering to successful applicants under the Hong Kong Public Offering are published in Hong Kong in accordance with the Prospectus, which is currently expected to be March 9, 2026;

“Application Lists” means the application lists in respect of the Hong Kong Public Offering referred to in Clause 4.4;

“Application Proof” means the application proof of the Prospectus posted on the Stock Exchange’s website at www.hkexnews.hk on June 18, 2025 and December 19, 2025;

“Approvals and Filings” means all approvals, sanctions, consents, permissions, certificates, authorizations, licenses, permits, clearances, orders, concessions, qualifications, registrations, declarations and franchises from any person, and filings and registrations with any person, of any Relevant Jurisdictions;

“Articles of Association” means the articles of association of the Company as amended, supplemented or otherwise modified from time to time;

“Associate” or **“Close Associate”** has the meaning given to it in the Listing Rules;

“Authority” means any administrative, governmental, legislative or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational, including, without limitation, the CSRC, the Stock Exchange and the SFC;

“Board” means the board of directors of the Company;

“Brokerage” means the brokerage at the rate of 1.0% of the Offer Price in respect of the Offer Shares payable by investors in the Global Offering;

“Business Day” means any day (other than a Saturday, Sunday or public holiday in Hong Kong) on which banks in Hong Kong are open for general banking business and on which the Stock Exchange is open for business of dealing in securities;

“CCASS” means the Central Clearing and Settlement System established and operated by HKSCC;

“CMI Engagement Letters” means the respective engagement letters in respect of the Global Offering entered into between the respective CMIs and the Company;

“CMIs” means CICC, BNPP, China Industrial Securities International Capital Limited, Futu Securities International (Hong Kong) Limited, Tiger Brokers (HK) Global Limited and Open Securities Limited;

“Code of Conduct” means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

“Companies Ordinance” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Companies (Winding Up and Miscellaneous Provisions) Ordinance” means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Company’s HK & US Counsel” means Paul Hastings (Hong Kong) LLP, being the Company’s legal advisers as to Hong Kong laws and US laws, of 22/F, Bank of China Tower, 1 Garden Road, Hong Kong;

“Company’s PRC Counsel” means Han Kun Law Offices, being the Company’s legal advisers as to PRC laws, of 9/F, Office Tower C1, Oriental Plaza, 1 East Chang An Ave, Dongcheng District, Beijing, PRC;

“Compliance Adviser” means Somerley Capital Limited;

“Compliance Adviser Agreement” means the agreement entered into between the Company and the Compliance Adviser on June 12, 2025, appointing the Compliance Adviser to provide continuing compliance advice to the Company as stipulated therein and as required under the Listing Rules;

“Conditions” means the conditions precedent set out in Clause 2.1;

“Conditions Precedent Documents” means the documents listed in Parts A and B of Schedule 3;

“Connected Person” has the meaning given to it in the Listing Rules;

“Contracts (Rights of Third Parties) Ordinance” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Controlling Shareholders” has the meaning ascribed to it under the Listing Rules and, unless the context requires otherwise, refers to the controlling shareholder individual and entity as referred to in the Prospectus;

“Cornerstone Investment Agreements” means the cornerstone investment agreements entered into between, *inter alia*, the Company, CICC and the cornerstone investors as described in the Prospectus;

“CSRC” means the China Securities Regulatory Commission of the PRC;

“CSRC Archive Rules” means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, the Ministry of Finance of the PRC, the National Administration of State Secrets Protection of the PRC, and the National Archives Administration of the PRC (effective from March 31, 2023), as amended, supplemented or modified from time to time;

“CSRC Filing Report” means the filing report of the Company in relation to the Global Offering, submitted to the CSRC on June 19, 2025 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

“CSRC Rules” means the CSRC Filing Rules and the CSRC Archive Rules;

“Directors” means the directors of the Company whose names are set out in the section headed “Directors and Senior Management” in the Prospectus;

“Disclosure Package” shall have the meaning ascribed to it in the International Underwriting Agreement;

“Disputes” has the meaning ascribed to it in Clause 15.2;

“Encumbrance” means any mortgage, charge, pledge, lien, option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, claim, defect, right, interest or preference granted to any third party, or any other encumbrance or security interest of any kind, or an agreement, arrangement or obligation to create any of the foregoing;

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder;

“FINI” means the “Fast Interface for New Issuance”, an online platform operated by the HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement of all new listings;

“FINI Agreement” means the FINI agreement dated February 25, 2026 and entered into between the Company and HKSCC;

“Formal Notice” means the press announcement substantially in the agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules, as amended, supplemented or otherwise modified from time to time;

“Global Offering” means the Hong Kong Public Offering and the International Offering;

“Group” means the Company and its Subsidiaries from time to time;

“Group Company” means a member of the Group;

“H Share(s)” means overseas listed foreign shares in the share capital of our Company, with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and listed on the Stock Exchange.

“H Share Registrar” means Computershare Hong Kong Investor Services Limited, the share registrar of the Company and transfer agent for the H Shares;

“HK\$” or **“Hong Kong dollars”** means Hong Kong dollars, the lawful currency of Hong Kong;

“White Form eIPO Service” means the facility offered by the Company through the White Form eIPO Service Provider as the service provider designated by the Company allowing investors to apply electronically to purchase Offer Shares in the Hong Kong Public Offering on a website designated for such purpose, as provided for and disclosed in the Prospectus;

“White Form eIPO Service Provider” means Computershare Hong Kong Investor Services Limited of Shop 1712–1716, 17/F, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong;

“HKSCC” means Hong Kong Securities Clearing Company Limited;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Hong Kong Offer Shares” means the 3,500,000 H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.7, 4.11 and 4.12, together with any additional H Shares which may be issued pursuant to the exercise of the Offer Size Adjustment Option;

“Hong Kong Public Offering” means the offer of the Hong Kong Offer Shares at the Offer Price for subscription by the public in Hong Kong on and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

“Hong Kong Public Offering Applications” means applications to subscribe for Hong Kong Offer Shares made online through the White Form eIPO Service or through HKSCC EIPO service to electronically cause HKSCC Nominees Limited to apply on an applicant’s behalf and otherwise made in compliance with the terms and conditions of the Hong Kong Public Offering Documents, including, for the avoidance of doubt, Hong Kong Underwriter’s Applications;

“Hong Kong Public Offering Documents” means the Prospectus, the Formal Notice and the PHIP;

“Hong Kong Underwriters” means the underwriters whose names and addresses are set out in Schedule 1;

“Hong Kong Underwriting Commitment” means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in Schedule 1 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.7, 4.9, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as set out in Schedule 1;

“Hong Kong Underwriter’s Application” means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.7 which is applied to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

“Incentive Fee” has the meaning ascribed to it in Clause 6.2;

“Indemnified Parties” means the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and each of their respective Affiliates and delegates under Clause 3.8, as well as the respective representatives, partners, Affiliates, directors, officers, employees, advisers, consultants, assignees and agents of each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and of each of their respective Affiliates;

“Indemnifying Party” means the Warrantor;

“Industry Consultant” means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co., the independent industry consultant for the Company;

“Intellectual Property” means letters patent, patent applications, trademarks (both registered and unregistered), service marks (both registered and unregistered), registered designs, trade or service names, domain names, software, utility models, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, inventions, confidential information, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), business names and any similar rights situated in any part of the world, and the benefit (subject to the burden) of any and all licenses in connection with any of the foregoing;

“Internal Control Consultant” means Ernst & Young (China) Advisory Limited, the internal control consultant to the Company;

“International Offer Shares” means the 31,500,000 H Shares to be initially offered to investors at the Offer Price under the International Offering for subscription, subject to adjustment and reallocation in accordance with the International Underwriting Agreement, together (where applicable) with any additional H Shares to be issued pursuant to the exercise of the Offer Size Adjustment Option;

“International Offering” means the conditional placing by the International Underwriters, for and on behalf of the Company, of the International Offer Shares at the Offer Price outside the United States in offshore transactions in reliance on Regulation S under the Securities Act, or any other exemption from the registration requirements under the Securities Act, on and subject to the terms and conditions of the International Underwriting Agreement, the Disclosure Package and the Offering Circular;

“International Offering Purchasing Commitment(s)” means, in relation to any International Underwriter, the maximum number of International Offer Shares in respect of which such International Underwriter has agreed to procure placees, or failing which itself as principal to purchase, pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Offer Size Adjustment Option;

“International Underwriters” means the underwriters of the International Offering named as such in the International Underwriting Agreement;

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering expected to be entered into between, among others, the Company, CICC and the International Underwriters on or around the Price Determination Date;

“Investor Presentation Materials” means all information, materials and documents used, issued, given or presented in any of the investor presentations, roadshow presentations and/or non-deal roadshow presentations conducted by or on behalf of the Company in connection with the Global Offering;

“Joint Bookrunners” means CICC, BNPP, China Industrial Securities International Capital Limited, Futu Securities International (Hong Kong) Limited, Tiger Brokers (HK) Global Limited and Open Securities Limited, being the joint bookrunners to the Global Offering;

“Joint Global Coordinators” means CICC, BNPP, China Industrial Securities International Capital Limited, Futu Securities International (Hong Kong) Limited, Tiger Brokers (HK)

Global Limited and Open Securities Limited, being the joint global coordinators to the Global Offering;

“Joint Lead Managers” means CICC, BNPP, China Industrial Securities International Capital Limited, Futu Securities International (Hong Kong) Limited, Tiger Brokers (HK) Global Limited and Open Securities Limited, being the joint lead managers to the Global Offering;

“Sole Sponsor” means CICC, being the Sole Sponsor to the Global Offering;

“Laws” means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any court, government, law enforcement agency, governmental or regulatory authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all Relevant Jurisdictions (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding Up and Miscellaneous Provisions) Ordinance, and the CSRC Rules);

“Legal Advisers” means the Company’s HK & US Counsel, the Company’s PRC Counsel, the Underwriters’ HK & US Counsel and the Underwriters’ PRC Counsel;

“Listing Committee” means the listing committee of the Stock Exchange;

“Listing Date” means the first day on which the H Shares commence trading on the Main Board of the Stock Exchange, which is expected to be on March 10, 2026;

“Listing Rules” means the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) and the listing decisions, guidances, guidelines and other requirements of the Stock Exchange;

“Losses” has the meaning ascribed to it in Clause 8.1;

“Main Board” means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with the Growth Enterprise Market of the Stock Exchange;

“Material Adverse Effect” means a material adverse effect or any development involving a prospective material adverse effect, on the profits, losses, results of operations, assets, liabilities, general affairs, business, management, performance, prospects, shareholders’ equity, position or condition (financial, trading or otherwise) of the Group, taken as a whole;

“Money Settlement Failure” means a notification by HKSCC to any of the Sole Sponsor or the Overall Coordinators that any Hong Kong Offer Share(s) shall be reallocated from the Hong Kong Public Offering to the International Offering due to a money settlement failure as described in the section headed “How to Apply for Hong Kong Offer Shares” in the Prospectus;

“Nominee” means CMB Wing Lung (Nominees) Limited, in whose name the application moneys are to be held by the Receiving Bank under the Receiving Bank Agreement;

“OC Engagement Letters” means the Sponsor and Sponsor-OC Mandate and the engagement letter dated July 2, 2025 in respect of the Global Offering entered into between BNPP as an Overall Coordinator and the Company;

“Offer Price” means the final price per Offer Share (exclusive of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) at which the Offer Shares are to be allotted,

issued, subscribed and/or purchased pursuant to the Global Offering, to be determined in accordance with Clause 2.6 and recorded in the Price Determination Agreement;

“Offer Shares” means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering, together with, where relevant, the Offer Size Adjustment Option Shares;

“Offering Circular” means the final offering circular to be issued by the Company in connection with the International Offering;

“Offering Documents” means the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular and any other announcement, document, materials, communications or information made, issued, given, released, arising out of or used in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including, without limitation, any Investor Presentation Materials relating to the Offer Shares and, in each case, all amendments or supplements thereto, whether or not approved by the Sole Sponsor, the Overall Coordinators or any of the Underwriters;

“Offer Size Adjustment Option” means the option that the Company has under this Agreement which is exercisable by the Company with the prior written agreement between the Company and CICC (for itself and on behalf of the Underwriters) on or before the execution of the Price Determination Agreement, pursuant to which the Company may issue and allot the Offer Size Adjustment Option Shares at the Offer Price, to cover additional market demand, if any;

“Offer Size Adjustment Option Shares” means up to an aggregate of 5,250,000 additional H Shares as may be issued under the Offer Size Adjustment Option;

“Operative Documents” means the Price Determination Agreement, the Receiving Bank Agreement, the Registrar’s Agreement, the Cornerstone Investment Agreements, the FINI Agreement, or any relevant one or more of them as the context requires;

“Overall Coordinators” means CICC and BNPP, being the overall coordinators to the Global Offering;

“Over-Subscription” has the meaning ascribed to it in Clause 4.11;

“PHIP” means the post hearing information pack of the Company posted on the Stock Exchange’s website at www.hkexnews.hk on February 11, 2026, as amended or supplemented by any amendment or supplement thereto;

“PRC” means the People’s Republic of China which, for the purposes of this Agreement only, excludes Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

“Preliminary Offering Circular” means the preliminary offering circular dated on or around February 27, 2026 issued by the Company in connection with the International Offering for distribution to potential placees of the International Offering and containing a draft of the Prospectus and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

“Price Determination Agreement” means the agreement in the agreed form to be entered into between the Company and CICC (for itself and on behalf of the Underwriters) on the Price Determination Date to record the Offer Price;

“Price Determination Date” means the date on which the Offer Price is fixed in accordance with Clause 2.6;

“Proceedings” means all litigations, actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings (including, without limitation, any investigation or inquiry by or before any Authority);

“Prospectus” or **“Hong Kong Prospectus”** means the prospectus to be issued by the Company in connection with the Hong Kong Public Offering, and all amendments or supplements thereto;

“Prospectus Date” means the date of issue of the Prospectus, which is expected to be on or about February 27, 2026;

“Receiving Bank” means CMB Wing Lung Bank Limited, the receiving bank appointed by the Company in connection with the Hong Kong Public Offering pursuant to the Receiving Bank Agreement;

“Receiving Bank Agreement” means the agreement dated February 25, 2026 entered into between the Company, the Receiving Bank, the Nominee, the Sole Sponsor, the Overall Coordinators and the H Share Registrar for the appointment of the Receiving Bank and the Nominee in connection with the Hong Kong Public Offering;

“Registrar’s Agreement” means the agreement dated February 25, 2026 entered into between the Company and the H Share Registrar in relation to the appointment of the H Share Registrar;

“Relevant Jurisdiction(s)” has the meaning ascribed to it in Clause 10.1;

“Renminbi” and **“RMB”** mean Renminbi, the lawful currency of the PRC;

“Reporting Accountants” means Ernst & Young, Certified Public Accountants;

“Securities Act” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

“Securities and Futures Commission” or **“SFC”** means the Securities and Futures Commission of Hong Kong;

“Securities and Futures Ordinance” or **“SFO”** means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“SFC Transaction Levy” means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC;

“Share(s)” means ordinary share(s) in the capital of our Company with a nominal value of RMB1.00 each, comprising A Shares and H Shares;

“Sponsor-Overall Coordinator” means CICC, being the sponsor-overall coordinator to the Global Offering;

“Sponsor and Sponsor-OC Mandate” means the engagement letter dated April 17, 2025 in respect of the Global Offering entered into between CICC as a Sole Sponsor and a sponsor-overall coordinator and the Company;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“Subsidiaries” means the companies named in the Prospectus as subsidiaries of the Company, and **“Subsidiary”** means any one of them;

“Supplemental Offering Materials” means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares other than the Offering Documents or amendments or supplements thereto, including, without limitation, any Investor Presentation Materials relating to the Offer Shares that constitutes such a written communication;

“Taxation” or **“Taxes”** means all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC or the U.S. (as the case may be) or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, fee, assessment, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC or the U.S. (as the case may be) or of any other part of the world, whether by way of actual assessment, withholding, loss of allowance, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

“Time of Sale” has the same meaning as in the International Underwriting Agreement;

“Trading Fee” means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the Stock Exchange;

“Under-Subscription” has the meaning ascribed to it in Clause 4.6;

“Underwriters” means the Hong Kong Underwriters and the International Underwriters;

“Underwriters’ HK & US Counsel” means Jones Day, being the Underwriters’ legal advisers on Hong Kong and US law, of 31/F, Edinburgh Tower, The Landmark, 15 Queen’s Road Central, Hong Kong;

“Underwriters’ PRC Counsel” means King & Wood Mallesons, being the Underwriters’ legal advisers on PRC law, of 28/F, China Resources Tower, 2666 Keyuan South Road, Nanshan District, Shenzhen, Guangdong, PRC;

“Underwriting Commission” has the meaning ascribed to it in Clause 6.1;

“Unsubscribed Shares” has the meaning ascribed to it in Clause 4.6;

“U.S.” and **“United States”** means the United States of America;

“Verification Notes” means the verification notes relating to the Prospectus and the verification notes relating to the CSRC Filing Report, copies of which have been signed and

approved by, among others, the Directors, and delivered or will be delivered to the Sole Sponsor and the Overall Coordinators;

“**Warranties**” means the representations, warranties and undertakings given by the Warrantor as set out in Schedule 2;

“**Warrantor**” means the Company;

1.2 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.

1.3 **References:** Except where the context otherwise requires, references in this Agreement to:

1.3.1 statutes or statutory provisions, rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated or re-enacted or both from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;

1.3.2 knowledge, information, belief or awareness or similar terms of any person shall be treated as including but not limited to any knowledge, information, belief and awareness which the person would have had if such person had made due, diligent and careful enquiries;

1.3.3 a “**company**” shall include any company, corporation or other body corporate, whenever and however incorporated or established;

1.3.4 a “**person**” shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);

1.3.5 a “**subsidiary**” or a “**holding company**” are to the same as defined in section 15 and 13 of the Companies Ordinance;

1.3.6 “**Clauses**”, “**Paragraphs**”, “**Recitals**” and “**Schedules**” are to clauses and paragraphs of and recitals and schedules to this Agreement;

1.3.7 “**parties**” are to the parties to this Agreement;

1.3.8 the terms “**herein**”, “**hereof**”, “**hereto**”, “**hereinafter**” and similar terms, shall in each case refer to this Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;

1.3.9 the terms “**or**”, “**including**” and “**and**” are not exclusive;

1.3.10 the terms “**purchase**” and “**purchaser**”, when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms “**sell**” and “**sale**”, when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the H Shares by the Company;

1.3.11 a document being “**in the agreed form**” are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) with

such alternatives as may be agreed between the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) but such documents in agreed form do not form part of this Agreement;

- 1.3.12 a “**certified copy**” means a copy certified as a true copy by a Director, a company secretary of the Company or a counsel for the Company;
 - 1.3.13 “**written**” or “**in writing**” shall include any mode of reproducing words in a legible and non-transitory form;
 - 1.3.14 times of day and dates are to Hong Kong times and dates, respectively; and
 - 1.3.15 any reference to “**right(s)**”, “**duty(ies)**”, “**power(s)**”, “**authority(ies)**” and “**discretion(s)**” of the Sole Sponsor or the Overall Coordinators shall only be exercised when the Sole Sponsor or the Overall Coordinators (as the case may be) unanimously elect to do so, respectively.
- 1.4 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.5 **Genders and plurals:** In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.

2 CONDITIONS

- 2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived (to the extent permissible under applicable Laws):
- 2.1.1 the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) receiving from the Company all Conditions Precedent Documents as set out in Part A of Schedule 3 and Part B of Schedule 3, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, not later than 08:00 p.m. on the Business Day immediately before the Prospectus Date and 08:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) may agree, respectively;
 - 2.1.2 the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance on the Business Day immediately before the Prospectus Date;
 - 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked, withheld or subject to

qualifications (except for customary conditions imposed by the Stock Exchange in relation to the Listing) prior to the commencement of trading of the H Shares on the Main Board;

- 2.1.4 admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);
- 2.1.5 the Offer Price having been fixed and the Price Determination Agreement having been duly executed by the Company and CICC (for itself and on behalf of the Underwriters), on the Price Determination Date (or such later date as may be agreed between the Company and the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters)) in accordance with Clause 2.6 and such agreement not subsequently having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on or about the Price Determination Date and such agreement(s) not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement to become unconditional), and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.7 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;
- 2.1.8 the Warranties being true, accurate, not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting);
- 2.1.9 the Warrantor having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met;

all of the waivers or exemptions as stated in the Prospectus to be granted by the Stock Exchange or the SFC having been granted and are not otherwise revoked, withdrawn, amended or invalidated; and

- 2.1.10 all of the Approvals and Filings in connection with the application for listing of the H Shares and the Global Offering granted by the relevant Authorities having been obtained, valid and are not otherwise revoked, withdrawn, amended or invalidated.

- 2.2 **Procure fulfilment:** The Warrantor undertakes to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to use its best endeavors to fulfil or procure the fulfilment of the Conditions (provided that nothing in this Clause shall require the Company to procure fulfilment of such conditions by the Sole Sponsor, the Overall Coordinators, the Underwriters, the Underwriters' HK & US Counsel and/or the Underwriters' PRC Counsel), on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the H Shares and the fulfilment of such Conditions.
- 2.3 **Extension:** The Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:
- 2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Sole Sponsor and the Overall Coordinators may determine (in which case the Sole Sponsor and the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the 30th day after the date of the Prospectus and any such extension and the new timetable shall be notified by the Sole Sponsor and Overall Coordinators to the other parties to this Agreement and the relevant Authorities as soon as practicable after any such extension is made); or
- 2.3.2 in respect of the Condition set out in Clause 2.1.1, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition.
- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 10, if any of the Conditions has not been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 10.2 shall apply.
- 2.5 **No waiver in certain circumstances:** The Sole Sponsor's, the Sponsor-Overall Coordinator's, the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' consent to or knowledge of any amendments / supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.
- 2.6 **Determination of Offer Price:** The Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) reach agreement on the Offer Price, which is expected to be agreed on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by March 6, 2026, and no extension is granted by the Sole Sponsor and Overall Coordinators pursuant to Clause 2.3, then the

provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Sole Sponsor and the Overall Coordinators) hereby authorizes the Sole Sponsor and the Overall Coordinators to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Overall Coordinators may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.

- 2.7 **Reduction of the Offer Price range and/or the number of Offer Shares:** The Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process in respect of the International Offering, and with the prior consent of the Company, reduce the indicative Offer Price range and/or the number of Offer Shares below those stated in the Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, following the decision to make such reduction, as soon as practicable, and in any event not later than the morning of the Acceptance Date, (i) cause to be published on the website of the Stock Exchange (www.hkexnews.hk) and on the website of the Company (www.meigsmart.com) notices of the reduction. Upon issue of such a notice, the revised indicative Offer Price range and/or number of Offer Shares will be final and conclusive, and the Offer Price, if agreed upon by the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Company, will be fixed within such revised range. Such notice shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Prospectus, and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all the Laws applicable to that reduction.

- 2.8 **Offer Size Adjustment Option:** The Company may exercise the Offer Size Adjustment Option with the prior written agreement between the Company and CICC (for itself and on behalf of the Underwriters) on or before the time of execution of the Price Determination Agreement pursuant to the terms and conditions of this Agreement and as described in the Offering Documents, which will lapse immediately thereafter.

To exercise the Offer Size Adjustment Option, the Company shall deliver a written notice, substantially in the form set forth in Schedule 7 hereto, to CICC. In the event that the Offer Size Adjustment Option is not exercised prior to the time of execution of the International Underwriting Agreement, the Offer Size Adjustment Option shall lapse automatically and be of no effect whatsoever. If the Offer Size Adjustment Option is exercised, whether in full or in part:

- 2.8.1 the additional Offer Shares issued pursuant to the Offer Size Adjustment Option will be allocated to maintain, to the extent possible, the proportionality between the Hong Kong Public Offering and the International Offering as determined after the application of the reallocation arrangements described in Clause 4.12 below and as set out in the Prospectus;
- 2.8.2 the Offer Size Adjustment Option Shares allocated to the Hong Kong Public Offering shall for all purposes (including underwriting commissions and expenses) be deemed to be delivered as Hong Kong Offer Shares under and with the benefit of all rights, warranties and undertakings applying to this Agreement;
- 2.8.3 the Offer Size Adjustment Option Shares allocated to the International Offering shall for all purposes (including underwriting commissions and expenses) be deemed to be delivered as International Offer Shares under and with the benefit of all rights,

warranties and undertakings applying to the International Underwriting Agreement, unless otherwise provided for in the International Underwriting Agreement; and

- 2.8.4 the Hong Kong Underwriters and the International Underwriters will be entitled to the respective underwriting commission in respect of the Offer Size Adjustment Option Shares that are allocated to the Hong Kong Public Offering and the International Offering, respectively, unless otherwise provided for in the International Underwriting Agreement.

3 APPOINTMENTS

- 3.1 **Sole Sponsor:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC as the Sole Sponsor of the Company in relation to its application for Admission, and each of the Sole Sponsor, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sole Sponsor hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandate, which shall continue to be in full force and effect.
- 3.2 **Sponsor-Overall Coordinator and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC as the sponsor-overall coordinator, and CICC and BNPP as the overall coordinators in connection with the Global Offering, and each of the Sponsor-Overall Coordinator and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. The Company also hereby confirms and acknowledges its appointment, to the exclusion of others, of CICC as the designated Sponsor-OC of the Global Offering for communication with, and provision of information to, the Stock Exchange and the SFC in accordance with the applicable Laws or upon request. For the avoidance of doubt, the appointment of the Sponsor-Overall Coordinator and the Overall Coordinators hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandate and OC Engagement Letters, which shall continue to be in full force and effect.
- 3.3 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and BNPP, China Industrial Securities International Capital Limited, Futu Securities International (Hong Kong) Limited, Tiger Brokers (HK) Global Limited and Open Securities Limited as the joint global coordinators in connection with the Global Offering, and each of the Joint Global Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.4 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, BNPP, China Industrial Securities International Capital Limited, Futu Securities International (Hong Kong) Limited, Tiger Brokers (HK) Global Limited and Open Securities Limited as the joint bookrunners in connection with the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, BNPP, China Industrial Securities International Capital Limited, Futu Securities International (Hong Kong) Limited, Tiger Brokers (HK) Global Limited and Open Securities Limited as the joint lead managers in connection with the Global Offering, and each of the Joint Lead Managers, relying on the Warranties and subject to the

terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

- 3.6 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, BNPP, China Industrial Securities International Capital Limited, Futu Securities International (Hong Kong) Limited, Tiger Brokers (HK) Global Limited and Open Securities Limited as the capital market intermediaries in connection with the Global Offering, and each of the CMIs, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of the CMI Engagement Letters, which shall continue to be in full force and effect.
- 3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or person(s) are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees referred to in Clauses 3.1 to 3.7 shall remain liable for all acts and omissions of any of its Affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.
- 3.9 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and its Affiliates, and their respective delegates under Clause 3.8, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Sole Sponsor, Sponsor-Overall Coordinator, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter (as the case may be), and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.8 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.
- 3.10 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or the selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. The relevant Hong Kong Underwriter shall remain liable for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements.

- 3.11 **No liability for the Offering Documents and Offer Price:** Notwithstanding anything in this Agreement, none of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to the Warrantor or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and their respective delegates under Clause 3.8 or any other Indemnified Party, including, without limitation, with respect to the following matters (it being acknowledged by the parties that the Warrantor is solely responsible in this regard):
- 3.11.1 any of the matters referred in Clauses 8.2.1 to 8.2.3, except for the marketing name, legal name, logo, address and qualification of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters contained therein in respective of themselves; and
- 3.11.2 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

Notwithstanding anything contained in Clause 8, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 8 to recover any Loss incurred or suffered or made as a result of or in connection with any of the foregoing matters.

- 3.12 **No fiduciary duties:** the Warrantor acknowledges and agrees that (i) the Sole Sponsor, in its roles as such, is acting solely as a sponsor in connection with the listing of the H Shares on the Main Board of the Stock Exchange, (ii) the Sponsor-Overall Coordinator, in its roles as such, is acting solely as a sponsor-overall coordinator of the Global Offering, (iii) the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, (iv) the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, (v) the CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering, (vi) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, (vii) the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the Global Offering and (viii) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering.

The Warrantor further acknowledges that the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are acting pursuant to a contractual relationship with the Warrantor entered into on an arm's length basis, and in no event do the parties intend that the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or adviser to the Warrantor, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange, either before or after the date hereof.

The Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantor, either in connection with the transactions contemplated by this Agreement or

otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Warrantor on other matters), and the Warrantor hereby confirms its understanding and agreement to that effect. The Warrantor, on the one hand, and the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, to the Warrantor regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantor.

The Warrantor, on the one hand, and the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting in their respective roles as principal and not the agent (except and solely, with respect to the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4 hereof, with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any member of the Group or the Warrantor, and none of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of the Warrantor with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Warrantor on other matters).

The Warrantor further acknowledges and agrees that the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are not advising the Warrantor, its respective directors, management, shareholders or creditors or any other person (to the extent applicable) as to any legal, Tax, investment, accounting or regulatory matters (except for, with respect to the Sole Sponsor, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in its capacity as a Sole Sponsor in connection with the proposed listing of the Company, and with respect to the Overall Coordinators and the CMIs, their advice and recommendations as prescribed by and solely to the extent as required under the Code of Conduct in the capacity of the overall coordinators and the capital market intermediaries in connection with the book building process, allocation and the price determination of the Shares) in any jurisdiction. The

Warrantor shall consult with its own advisers concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, their respective Affiliates and their and their respective Affiliates' respective directors, officers and employees shall have any responsibility or liability to the Warrantor with respect thereto. Any review by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the Main Board of the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and shall not be on behalf of the Warrantor.

The Warrantor further acknowledges and agrees that that the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Warrantor.

The Warrantor hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters with respect to any breach or alleged breach of any fiduciary, agency, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions.

- 3.13 **Several obligations:** Without prejudice to Clause 3.12 above, any transaction carried out by the appointees under Clauses 3.1 to 3.7, or by any of the delegates under Clause 3.8 of such appointee, within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.8. The obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. None of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

- 3.14 **Advice to the Company:** The Company hereby confirms and acknowledges that each of the Overall Coordinators has:

- 3.14.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;
- 3.14.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicating its

allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;

- 3.14.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
- 3.14.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- 3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs;
- 3.14.6 advised and guided the Company and its directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its directors fully understand and undertake to the Sole Sponsor and the Underwriters that they have met or will meet these responsibilities; and
- 3.14.7 where the Company decided not to adopt an Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

4 HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by the Company, the Sole Sponsor shall arrange for and the Company shall cause the Formal Notice to be published on the official website of the Stock Exchange at www.hkexnews.hk and the official website of the Company at www.meigsmart.com on the days specified in Schedule 5 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters)). The Company will, on the Prospectus Date, publish the Prospectus on the official website of the Company at www.meigsmart.com and the official website of the Stock Exchange at www.hkexnews.hk.
- 4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering and any interest accruing thereon, in each case upon and subject to the terms and the conditions contained in the Receiving Bank Agreement. The Company shall use its reasonable endeavors to procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to undertake to hold and deal with such application monies and any interest accruing thereon upon and subject to the terms and conditions contained in the Receiving Bank Agreement.

- 4.3 **H Share Registrar and White Form eIPO Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the provision of the White Form eIPO Service upon and subject to the terms and conditions of the Registrar's Agreement. The Company undertakes with Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters to use its reasonable endeavors to procure that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a No. 8 typhoon warning signal or above, "extreme conditions" caused by a super typhoon as announced by the Government of the Hong Kong and/ or a black rainstorm warning signal (collectively, "**Severe Weather Signals**") being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such Severe Weather Signal remains in force at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.5 **Basis of allocation:** The Company agrees that the Sole Sponsor and the Overall Coordinators shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allocation of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application.

The Company shall, and shall use its reasonable endeavors to procure the Receiving Bank and the H Share Registrar to, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Sole Sponsor and the Overall Coordinators with such information, calculations and assistance as the Sole Sponsor and the Overall Coordinators may require for the purposes of determining, *inter alia*:

- 4.5.1 in the event of an Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or
- 4.5.2 in the event of an Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; and
- 4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.
- 4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (an "**Under-Subscription**"), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by the Hong Kong Underwriter's Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Under-Subscription (the "**Unsubscribed Shares**"), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with

the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application), provided that

- 4.6.1 the obligations of the Hong Kong Underwriters in respect of such Unsubscribed Shares under this Clause 4.6 shall be several (and not joint or joint and several);
- 4.6.2 the number of Unsubscribed Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 1):

$$[N = T \times \frac{(C - P)}{(AC - AP)}]$$

where in relation to such Hong Kong Underwriter:

- N is the number of Unsubscribed Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;
 - T is the total number of Unsubscribed Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable;
 - C is the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;
 - P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
 - AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable; and
 - AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and
- 4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Overall Coordinators in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Shares under this Clause 4.6 shall be final and conclusive.

None of the Overall Coordinators or the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

- 4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Overall Coordinators that the relevant application was made or procured to be made by such Hong Kong

Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 4.

4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted Hong Kong Public Offering Applications received prior to the closing of the Application Lists and accepted by the Sole Sponsor and the Overall Coordinators pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.

4.9 **Applications and payment for Unsubscribed Shares:** In the event of an Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the day of such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

4.9.1 make application(s) for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Overall Coordinators records for the duly completed applications; and

4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Overall Coordinators on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Overall Coordinators shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on March 9, 2026 (the date specified in the Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and use its reasonable endeavors to procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

4.10 **Power of the Overall Coordinators to make applications:** In the event of an Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsubscribed Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis*

mutandis in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.

- 4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (an “**Over-Subscription**”), then subject to any relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants published by the Stock Exchange and the applicable Listing Rules, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. Given the initial allocation of the Hong Kong Offer Shares to the Hong Kong Public Offering and the International Offering follows the provision of paragraph 4.2(b) of Practice Note 18 of the Listing Rules, no mandatory clawback mechanism is required to increase the number of Offer Shares under the Hong Kong Public Offering to a certain percentage of the total number of Offer Shares offered under the Global Offering.

If the Hong Kong Offer Shares are fully subscribed or oversubscribed irrespective of the number of times of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Hong Kong Public Offering Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 5,250,000 Offer Shares, representing approximately 15% of the number of Offer Shares initially available under the Global Offering.

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering purchasing commitments of the International Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine, and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of such Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the Stock Exchange, including but not limited to the relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants and Practice Note 18 to the Listing Rules.

- 4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:**

4.12.1 If an Under-Subscription shall occur, the Overall Coordinators, shall have the right to (but shall have no obligation to), in their sole and absolute discretion, reallocate all or any of the Unsubscribed Shares to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsubscribed Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may, in their sole and absolute discretion, determine.

4.12.2 If a Money Settlement Failure shall occur, the relevant Hong Kong Offer Shares shall be reallocated from the Hong Kong Public Offering to the International Offering and be made available as additional International Offer Shares.

The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares to be reallocated to the International Offering. For the avoidance of doubt, any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon an Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.
- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantor undertakes with the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to take such action and do (or use its reasonable endeavors to procure to be done) all such other acts and things required to implement the Hong Kong Public Offering, provided that nothing in this Clause shall require the Company to procure fulfilment of such conditions by the Sole Sponsor, the Overall Coordinators, the Underwriters, the Underwriters' HK & US Counsel and/or the Underwriters' PRC Counsel, and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on March 9, 2026 (the date specified in the Prospectus for the despatch of share certificates):
- 5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived or modified in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued H Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;
 - 5.1.2 use its reasonable endeavor to procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and
 - 5.1.3 use its reasonable endeavor to procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the

Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

- 5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company at or around 9:30 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than the Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:

5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) the amounts payable by the Company pursuant to Clause 6; provided that the amounts so deducted shall be agreed with the Company in writing (which agreement cannot be unreasonably withheld); and

5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 6, the Company shall pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or forthwith upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy).

- 5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 6.4, the Overall Coordinators will, for themselves and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.

- 5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 6.4, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee to the persons entitled thereto of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable

by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.

- 5.5 **Refund:** The Company will use its reasonable endeavor to procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar's Agreement, the Nominee will pay refunds of applications monies, and the H Share Registrar will arrange for payment of refunds of application monies, to those successful or unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive any refund of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.
- 5.6 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.
- 5.7 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of their respective Affiliates has or shall have any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominee or any other application of funds.

6 COMMISSIONS AND COSTS

- 6.1 **Underwriting commission:** Subject to this Agreement having become unconditional and having not been terminated in accordance with Clause 10 and the provisions of this Clause 6, the Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 2.65% of the aggregate Offer Price payable for the Offer Shares (the "**Underwriting Commission**"). For the avoidance of doubt, no underwriting commission in respect of any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively, shall be paid to the Hong Kong Underwriters as the relevant underwriting commission relating to such H Shares will be payable to the International Underwriters in accordance with the International Underwriting Agreement. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission will be determined in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Overall Coordinators shall be no less favorable than as set out in the OC Engagement Letters and in compliance with the Listing Rules, the Code of Conduct and Frequently Asked Questions No. 077-2022 published by the Stock Exchange; and (b) any adjustment to the allocation of the Underwriting Commission to each CMI as set out in the respective CMI Engagement Letter shall be in compliance with the Listing Rules, the Code of Conduct and Frequently Asked Questions No. 077-2022 published by the Stock Exchange.
- 6.2 **Incentive fee:** The Company may, at its sole discretion, pay any one or all of the Hong Kong Underwriters an additional incentive fee (the "**Incentive Fee**") of up to 1% of the Offer Price payable for the Offer Shares. The actual absolute amount of the Incentive Fee (if any) and the split of the Incentive Fee (if any), in absolute amount, among all Underwriters, shall be determined and communicated to each CMI at or around the Price Determination Date and to be set out in the International Underwriting Agreement (but in any event before the submission to the Stock Exchange the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the "Regulatory Forms" section of the

Stock Exchange's website) on FINI), in accordance with such engagement letters between the Company and the respective Overall Coordinator or CMI and in compliance with the Code of Conduct and the requirements under the Listing Rules.

6.3 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Sole Sponsor the sponsor fee and other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Sole Sponsor pursuant to and in accordance with the terms of the Sponsor and Sponsor-OC Mandate.

6.4 **Other costs payable by the Company:** All fees, costs, charges, Taxation and expenses of, in connection with or incidental to the Global Offering, the listing of the H Shares on the Main Board of the Stock Exchange and this Agreement, and the transactions contemplated:

6.4.1 fees, disbursements and expenses of the Reporting Accountants;

6.4.2 fees, disbursements and expenses of any transfer agent or registrar for the H Shares, any service provider appointed by the Company in connection with White Form eIPO Service, and the process agent referred to in Clause 15.5 hereof;

6.4.3 fees, disbursements and expenses of all Legal Advisers and any other legal advisers to the Company or the Underwriters;

6.4.4 fees, disbursements and expenses of any public relations consultants engaged by the Company;

6.4.5 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant;

6.4.6 fees, disbursements and expenses of any translators engaged by the Company;

6.4.7 fees, disbursements and expenses of the Receiving Bank and the Nominee;

6.4.8 fees, disbursements and expenses of the financial printer engaged by the Company;

6.4.9 fees and expenses of other agents, third party service providers, consultants and advisers engaged by the Company or the CMIs and the Underwriters (as agreed by the Company and where applicable in accordance with the relevant engagement letters) relating to the Global Offering;

6.4.10 fees and expenses related to the application for listing of and permission to deal in the H Shares on the Main Board of the Stock Exchange, the filing or registration of any documents (including, without limitation, the Hong Kong Public Offering Documents, the CSRC Filings and any amendments and supplements thereto) with any relevant Authority (including, without limitation, the Registrar of Companies in Hong Kong and the CSRC) and the qualification of the Offer Shares in any jurisdiction;

6.4.11 all costs and expenses for roadshow (including pre-deal or non-deal roadshow), pre-marketing or investor education activities, and presentations or meetings undertaken as approved by the Company in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including without limitation, expenses associated with the production of the slides and graphics for the Investor Presentation Materials, and all fees, disbursements and expenses of any consultants engaged in connection with the Investor Presentation Materials, documentary, travel, lodging and other fees and expenses incurred by the Company, the Overall Coordinators, the Joint Global Coordinators, the CMIs and the Underwriters and their respective

representatives, provided that such costs and expenses shall be provided to the Company for review prior to such payment and subject to the cap as specified in the terms of their respective engagement letters if any;

- 6.4.12 all printing, document production, courier and advertising costs in relation to the Global Offering as approved by the Company;
- 6.4.13 all costs of preparation, despatch and distribution of the Offering Documents in all Relevant Jurisdictions, and all amendments and supplements thereto, provided that such costs and expenses shall be provided to the Company for review prior to such payment and subject to the cap as specified in the terms of their respective engagement letters if any;
- 6.4.14 all costs of preparation, printing or production of this Agreement, the International Underwriting Agreement, the agreement among Hong Kong Underwriters, the agreement among International Underwriters, the agreement among syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares, provided that such costs and expenses shall be provided to the Company for review prior to such payment and subject to the cap as specified in the terms of their respective engagement letters if any;
- 6.4.15 all costs and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing and other presentations relating to the Global Offering, provided that such costs and expenses shall be provided to the Company for review prior to such payment and subject to the cap as specified in the terms of their respective engagement letters if any;
- 6.4.16 all costs of preparation, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 6.4.17 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, all capital duty (if any), premium duty (if any), stamp duty (if any), Taxation, levy and other fees, costs and expenses payable in respect of the creation, issue, allotment, sale, distribution and delivery of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of and the performance of any provisions of this Agreement or otherwise in connection with the Global Offering;
- 6.4.18 all costs and expenses related to the preparation and launching of the Global Offering, provided that such costs and expenses shall be provided to the Company for review prior to such payment and subject to the cap as specified in the terms of their respective engagement letters if any;
- 6.4.19 all costs and expenses related to the press conferences of the Company in relation to the Global Offering, provided that such costs and expenses shall be provided to the Company for review prior to such payment and subject to the cap as specified in the terms of their respective engagement letters if any;
- 6.4.20 all stock admission fees, processing charges and related expenses payable to HKSCC;
- 6.4.21 all CCASS transaction fees payable in connection with the Global Offering;
- 6.4.22 all fees and expenses related to background check and searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, company

searches and directorship searches and other searches conducted in connection with the Global Offering as agreed by the Company; and

- 6.4.23 all costs, fees and out-of-pocket expenses incurred by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Underwriters or any of them or on their or its behalf under this Agreement or and the International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 6.4 or pursuant to any other agreements between the Company and any of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Underwriters, provided that such costs and expenses shall be provided to the Company for review prior to such payment and subject to the cap as specified in the terms of their respective engagement letters if any,

shall be borne by the Company, and the Company shall pay or cause to be paid all such fees, costs, charges, Taxation and expenses. Notwithstanding anything to the contrary in Clause 16.12, if any costs, expenses, fees or charges referred to in this Clause 6.4 is paid or to be paid by any of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters for or on behalf of the Company, the Company shall reimburse such costs, expenses, fees or charges to the relevant Sole Sponsor, Sponsor-Overall Coordinator, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter on an after-tax basis.

- 6.5 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission and Incentive Fee under Clauses 6.1 and 6.2, but the Company shall pay or reimburse or cause to be paid or reimbursed to the relevant parties, all costs, fees, charges, Taxation and expenses referred to in Clauses 6.3 and 6.4 which have been incurred or are liable to be paid by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters and all other costs, fees, charges, Taxation and expenses payable by the Company pursuant to Clauses 6.3 and 6.4 within 15 Business Days of the first written request by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the relevant party which incurred the costs, fees, charges, Taxation and expenses, as the case may be, and the Sole Sponsor and the Overall Coordinators may, in accordance with the provisions of the Receiving Bank Agreement and upon the Company's prior written consent, instruct the Nominee to make such payment.
- 6.6 **Time of payment of costs:** All commissions, fees, costs, charges and expenses referred to in this Clause 6 shall, except as otherwise provided in this Clause 6, if not so deducted pursuant to Clause 5.2, be payable by the Company in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, or in the absence of such engagement letter or agreement, within 15 Business Days of the first written request by the Overall Coordinators.

7 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 7.1 **Warranties:** The Warrantor hereby represents, warrants, agrees and undertakes with respect to each of the Warranties in Schedule 2 hereto to the Sole Sponsor, the Sponsor-Overall

Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and the Warrantor acknowledges that each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

7.2 Warranties repeated: The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:

- 7.2.1 on the date of registration of the Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;
- 7.2.2 on the Prospectus Date and the date(s) of supplemental Prospectus(es) (if any);
- 7.2.3 on the Acceptance Date;
- 7.2.4 on the Price Determination Date;
- 7.2.5 on the date on which the Conditions are fulfilled or waived;
- 7.2.6 immediately prior to (i) the delivery by the Overall Coordinators and/or the other Hong Kong Underwriters of duly completed applications, and (ii) payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);
- 7.2.7 the Announcement Date;
- 7.2.8 immediately prior to 8:00 a.m. on the Listing Date; and
- 7.2.9 immediately prior to commencement of dealings in the Offer Shares on the Main Board of the Stock Exchange,

in each case with reference to the facts and circumstances then subsisting, provided, however, that all of the Warranties shall remain true, accurate and not misleading as at each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents or the CSRC Filings made or delivered under Clause 7.5 subsequent to the date of the registration of the Prospectus, or any approval by the Sole Sponsor and/or the Overall Coordinators, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 7.2 shall affect the on-going nature of the Warranties.

7.3 Notice of breach of Warranties: The Warrantor hereby undertakes to notify the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) as soon as practicable in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect, at any time up to the last to occur of the dates specified in Clause 7.2, or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate or misleading in any respect, or any significant new factor likely to materially and adversely affect the Global Offering which arises

between the date of this Agreement and the Listing Date and which comes to the attention of the Warrantor (as the case may be).

- 7.4 **Undertakings not to breach Warranties:** The Warrantor hereby undertakes to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI's, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or could reasonably be expected to render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates specified in Clause 7.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, the Warrantor agrees not to make any amendment or supplement to the Offering Documents, the CSRC Filings or any of them without the prior approval of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).
- 7.5 **Remedial action and announcements:** The Warrantor shall notify the Sole Sponsor and the Overall Coordinators, as soon as practicable if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 7.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement; or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate or misleading any statement, whether fact or opinion, contained in the Offering Documents, the CSRC Filings or any of them; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents, the CSRC Filings or any of them, if the same were issued immediately after occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or CSRC Filings; or (iv) any significant new factor likely to affect the Hong Kong Public Offering, the Global Offering or the Warrantor shall arise, and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI's, the Joint Bookrunners, Joint Lead Managers, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall as soon as practicable take such remedial action as may be required by the Sole Sponsor and/or the Overall Coordinators, including preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as the Sole Sponsor and the Overall Coordinators may require and supplying the Sole Sponsor and the Overall Coordinators (on behalf of themselves and the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may require. For the avoidance of doubt, the consent or approval of the Sole Sponsor and/or the Overall Coordinators for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Sole Sponsor, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or delivery of such matter, event or fact, or (ii) result in the loss of the Sole Sponsor's, the Sponsor-Overall Coordinator's, the Overall Coordinators', the Joint Global Coordinators', the CMI's', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

The Warrantor agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement, amendment or document in connection with the Global Offering or do any such act or thing contemplated in this Clause 7.5 without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the

Hong Kong Underwriters) and whose consent shall not be unreasonably withheld or delayed, except as required by Laws, in which case the Warrantor, subject to applicable Laws, shall first consult the Sole Sponsor and the Overall Coordinators before such issue, publication or distribution or act or thing being done.

- 7.6 **Warrantor's Knowledge:** A reference in this Clause 7 or in Schedule 2 to the Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due and careful enquiry and that the directors of the Warrantor has used their best endeavors to ensure that all information given in the relevant Warranty is true, complete and accurate and not misleading or deceptive. Notwithstanding that any of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters under this Clause 7 shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 7.7 **Obligations personal:** The obligations of the Warrantor under this Agreement shall be binding on its personal representatives or its successors in title.
- 7.8 **Release of obligations:** Any liability to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters (or the rights of any of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) against any other person under the same or a similar liability.
- 7.9 **Consideration:** The Warrantor has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.
- 7.10 **Full force:** For the purpose of this Clause 7:
- 7.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and
- 7.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 7.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 7 shall be deemed to be repeated on the date of such amendment or supplement, and, when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this

Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

- 7.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

8 INDEMNITY

- 8.1 **No claims against Indemnified Parties:** No claim (whether or not any such claim involves or results in any action, suit or proceeding) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this Clause 8), the Indemnifying Party to recover any of the losses, liabilities, damages, payments, costs (including legal costs), charges, fees and expenses (“**Losses**”) or Taxation which the Indemnifying Party may suffer or incur by reason of or in any way arising out of: (i) the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering; (ii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares, the preparation or despatch of the Hong Kong Public Offering Documents; or (iii) any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares, provided that the foregoing shall not exclude, except as provided in Clause 3.11, any liability of any Indemnified Party for any such loss, damage, payment, cost, charge, expense or Taxation which has been finally determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been solely and directly caused by or arisen out of the fraud, gross negligence or willful default on the part of such Indemnified Party.
- 8.2 **Indemnity:** The Indemnifying Party undertakes, from time to time, to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against (i) all Proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party, and (ii) all Losses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, response to, defense or settlement or compromise of any such Proceedings or the enforcement of any such settlement or compromise or any judgment obtained in respect of any such Proceedings) which, jointly or severally, any Indemnified Party may suffer or incur or which may be made or threatened to be brought against any Indemnified Party and which, directly or indirectly, arise out of or are in connection with:
- 8.2.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proof, the CSRC Filings, notices, announcements, advertisements, communications, or other documents relating to or connected with the Global Offering issued by or on behalf of the Company, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them) (collectively, the “**Related Public Information**”); or
- 8.2.2 any of the Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue statement of a fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which

it was made, not misleading, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction, except for the marketing name, legal name, logo, address and qualification of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters (where applicable); or

- 8.2.3 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Related Public Information, being or alleged to be untrue, inaccurate or misleading in any respect, or based on an unreasonable assumption, or any omission or alleged omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; or
- 8.2.4 the execution, delivery and performance by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement, the Offering Documents or the Listing Rules or in connection with the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as a Sponsor-Overall Coordinator, Overall Coordinator, CMI or otherwise, as applicable; or
- 8.2.5 the execution, delivery or performance of this Agreement by the Warrantor and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 8.2.6 any breach or alleged breach on the part of the Warrantor or any action or omission of any Group Company or any Warrantor or any of their respective directors, or senior management as named in the Prospectus resulting in a breach of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association, the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 8.2.7 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue or inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 8.2.8 any breach or alleged breach of the Laws of any country or territory resulting from the issue, publication, distribution or making available of any of the Related Public Information and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents, this Agreement and the International Underwriting Agreement; or
- 8.2.9 any act or omission of any Group Company or the Warrantor in relation to the Global Offering; or
- 8.2.10 the Global Offering or any of the Offering Documents and the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the CSRC Rules or any Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 8.2.11 any failure or alleged failure by the Company, any of the Directors or senior management of the Company as named in the Prospectus, or any Group Company to comply with their respective obligations under the Listing Rules, the Articles of

Association, the CSRC Rules or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the Hong Kong Public Offering) ; or

- 8.2.12 any breach or alleged breach by any Group Company or the Warrantor of the applicable Laws in any respect; or
- 8.2.13 any Proceeding having commenced or being instigated or threatened against the Company, any Group Company or any of the Directors, or settlement of any such Proceeding; or
- 8.2.14 any breach or alleged breach by the Warrantor of the terms and conditions of the Hong Kong Public Offering; or
- 8.2.15 any other matter arising in connection with the Global Offering,

provided that the indemnity provided for in Clause 8.2.4 shall not apply in connection with the matters to the extent any such Loss of any Indemnified Party is finally judicially determined by an arbitral tribunal to have been solely and directly caused by or arisen out of the fraud, willful misconduct or gross negligence on the part of such Indemnified Party. The non-application of the indemnity provided for in Clause 8 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 8.3 **Notice of claims:** If the Warrantor becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 8.2, subject to any restrictions imposed by any Laws, it shall give notice thereof to the Overall Coordinators (for themselves and on behalf of other Indemnified Party) in writing as soon as practicable with reasonable details thereof.
- 8.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 8 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, notify the Indemnifying Party in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which they may have to any Indemnified Party under this Clause 8 or otherwise. The Indemnifying Party may participate at its expense in the defense of such Proceedings including appointing counsel at their expense to act for them in such Proceedings; provided, however, except with the consent of the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) and such consent shall not be unreasonably withheld or delayed, that counsel to the Indemnifying Party shall not also be counsel to the Indemnified Parties. Unless the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Overall Coordinators (for themselves and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred, provided however, that the Indemnifying Party shall not be liable for the fees and expenses of more than one separate counsel (in addition to any local counsel) in any one Proceeding or series of related Proceedings in the same jurisdiction representing the Indemnified Parties who are parties to such Proceeding or Proceedings.
- 8.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party whose consent shall not unreasonably withheld or delayed, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any current, pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could

have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Party under this Agreement. The Indemnifying Party shall be liable for any settlement or compromise by the Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of the Indemnifying Party, and agree to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement, provided that such indemnity provided shall not apply to the extent any such loss or liability of any Indemnified Party is finally judicially determined by an arbitral tribunal to have been solely and directly caused by or arisen out of the fraud, willful misconduct or gross negligence on the part of such Indemnified Party. The Indemnified Parties are not required to obtain consent from the Indemnifying Party with respect to such settlement or compromise or consent to judgment. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at Law or otherwise, and the obligations of the Indemnifying Party shall be in addition to any liability which the Indemnifying Party may otherwise have.

- 8.6 **Arrangements with advisers:** If the Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:
- 8.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;
 - 8.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
 - 8.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.
- 8.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 8 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 8.
- 8.8 **Payment free from counterclaims/set-offs:** All payments made by the Indemnifying Party under this Clause 8 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Laws. If the Indemnifying Party makes a deduction or withholding under this Clause 8, the sum due from the Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled

to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

- 8.9 **Payment on demand:** All amounts subject to indemnity under this Clause 8 shall be paid by the Indemnifying Party as and when they are incurred within 15 Business Days¹ of a written notice demanding payment being given to the Indemnifying Party by or on behalf of the relevant Indemnified Party.
- 8.10 **Taxation:** If a payment under this Clause 8 will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.
- 8.11 **Full force:** The foregoing provisions of this Clause 8 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.

9 FURTHER UNDERTAKINGS

The Company undertakes to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that it will:

- 9.1 **Global Offering:** comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the CSRC Rules, the Listing Rules and all applicable Laws and all applicable requirements of the Stock Exchange, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including, without limitation:
- 9.1.1 doing all such things as are necessary to ensure that Admission is obtained and not cancelled or revoked;
 - 9.1.2 making and obtaining all necessary Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the CSRC and other relevant Authorities;
 - 9.1.3 making available on display on Stock Exchange's website at www.hkexnews.hk and the Company's website at www.meigsmart.com, the documents referred to in the section of the Prospectus headed "Appendix VII – Documents Delivered to the Registrar of Companies and Available on Display" for the period stated therein;
 - 9.1.4 using its best endeavors to procure that the H Share Registrar, the White Form eIPO Service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the Registrar's Agreement and the Receiving Bank Agreement, and do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated therein;

¹ Market practice regarding the payment timeframe for indemnity clause ranges from ten to thirty Business Days.

- 9.1.5 procuring that none of the Company, any member of the Group, and using its best endeavors to procure none of their respective substantial shareholders (as defined in the Listing Rules), directors, supervisors (if applicable), officers, employees, Affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40th) day immediately following the Price Determination Date;
- 9.1.6 using its best endeavors to procure that no Connected Person of the Company, existing shareholder of the Company or their respective Close Associates will, itself/himself/herself (or through a company controlled by it/him/her) apply to subscribe for or purchase Hong Kong Offer Shares either in its/his/her own name or through nominees unless permitted to do so under the Listing Rules or having obtained the relevant waiver or consent from the Stock Exchange for such subscription, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any Connected Person or existing shareholder of the Company or their respective Close Associates either in its/his/her own name or through a nominee, it shall notify the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) as soon as practicable, other than those persons in respect of whom waivers/consents have been granted by the Stock Exchange for their respective applications;
- 9.1.7 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Prospectus headed “Future Plans and Use of Proceeds” (unless otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange, and no such change that is required to be disclosed or announced pursuant to the applicable Laws could be made without the consent of the Sole Sponsor during a period of 12 months from the Listing Date, and the Company shall provide reasonable prior notice and the details of such change (if any) to the Sole Sponsor);
- 9.1.8 cooperating with and fully assisting, and procuring the members of the Group, the substantial shareholders (as defined in the Listing Rules), Associates of the Company, and/or any of their respective directors, officers, employees, Affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including but not limited to the provision of materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct, the Listing Rules and the CSRC Rules;
- 9.1.9 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;
- 9.1.10 save for the issuance of H Shares pursuant to the Global Offering, from the date hereof until 5:00 p.m. on the date which is the 30th Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share

capital, nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, sub-division or otherwise); and

- 9.1.11 that no preferential treatment has been, nor will be, given to any placee and its Close Associates by virtue of its relationship with the Company in any allocation of the placing tranche;

9.2 **Information:** provide:

- 9.2.1 to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters all such information known to the Company or which on due and careful enquiry ought to be known to the Company and whether relating to the Group or the Company or otherwise as may be required by the Sole Sponsor or the Overall Coordinators (for themselves and on behalf of the Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange, of the SFC, of the CSRC or of any other relevant Authority); and
- 9.2.2 to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sole Sponsor and/or the Overall Coordinators may reasonably require.

9.3 **Restrictive covenants:** not, and procure that no other member of the Group will:

- 9.3.1 at any time after the date of this Agreement up to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 7.2, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading at any time;
- 9.3.2 enter into any commitment or arrangement which, in the reasonable opinion of the Sole Sponsor and the Overall Coordinators, has or will or may result in a Material Adverse Effect or materially adversely affect the Global Offering;
- 9.3.3 take any steps which, in the reasonable opinion of the Sole Sponsor and the Overall Coordinators, would be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention in the Prospectus and/or the CSRC Filings;
- 9.3.4 amend any of the terms of the appointments of the H Share Registrar, the Nominee, the Receiving Bank and the White Form eIPO Service Provider without the prior written consent of the Sole Sponsor and the Overall Coordinators (such consent shall not be unreasonably withheld or delayed);
- 9.3.5 at any time after the date of this Agreement up to and including the Listing Date, amend or agree to amend any constitutional document of the Company or any other Group Company, including, without limitation, the Articles of Association, save as requested by the Stock Exchange, the SFC, the CSRC or any other Authority which is entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules or allowing the Articles of Association that have been conditionally

adopted by the Company to become effective upon Listing as described in the Prospectus; and

- 9.3.6 without the prior written approval of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) (such approval shall not be unreasonably withheld or delayed), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that, any approval given should not constitute a waiver of any rights granted to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement;
- 9.4 **Maintaining listing:** maintain a listing for and will refrain from taking any action that could jeopardize the listing status of, the H Shares on the Main Board of the Stock Exchange, and comply with the Listing Rules and all applicable requirements of the Stock Exchange and the SFC, for at least 12 months after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 9.5 **Legal and regulatory compliance:** unless otherwise indicated, at any time after the date of this Agreement up to and including the date which is the 12 months after the Listing Date, comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Authority), including, without limitation:
- 9.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;
- 9.5.2 complying with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
- 9.5.3 complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its directors;
- 9.5.4 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;

- 9.5.5 submitting to the Stock Exchange, as soon as practicable before the commencing of dealings in the H Shares on the Stock Exchange, the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the “Regulatory Forms” section of the Stock Exchange’s website) via FINI;
- 9.5.6 procuring that the audited consolidated accounts of the Company for its financial year ending December 31, 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the Accounts contained in the report of the Reporting Accountants set out in Appendix I to the Prospectus;
- 9.5.7 not taking, directly or indirectly, any action which is designed to stabilize or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company, or facilitate the sale or resale of the H Shares, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance;
- 9.5.8 at all times adopting and upholding a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in Appendix C3 to the Listing Rules and procuring that the directors of the Company uphold, comply and act in accordance with the provisions of the same;
- 9.5.9 complying with the Listing Rules, the CSRC Filing Rules, Part XIVA of the Securities and Futures Ordinance and/or any other applicable Laws to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and/or any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Authority to be announced and disseminated to the public, provided that the Company shall give the Sole Sponsor and the Overall Coordinators not less than three Business Days’ notice and reasonable opportunity to review and comment on such disclosure prior to issuance; complying with all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “**Relevant Information**”); and (C) maintenance of confidentiality of any Relevant Information;
- 9.5.10 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including but not limited to the CSRC Rules), as soon as practicable notifying the CSRC or the relevant Authority in the PRC and providing it with such material information in accordance with to the applicable Laws, and notifying the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws as soon as practicable;
- 9.5.11 keeping the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange, the SFC or of any other relevant Authority in connection with the Global Offering, and to enable the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) to provide (or procuring their provision) to the CSRC, the Stock Exchange, the SFC or any such

- relevant Authority, in a timely manner, such information as the CSRC, the Stock Exchange, the SFC or any such relevant Authority may require;
- 9.5.12 providing to or procuring for the Sole Sponsor and the Overall Coordinators all necessary consents to the provision of the information referred to in Clause 9.1 and Clause 9.5;
 - 9.5.13 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator;
 - 9.5.14 complying with all the undertakings and commitments made by it or the Directors in the Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC and/or the CSRC; and
 - 9.5.15 maintaining the appointment of a compliance adviser and obtaining advice from such compliance adviser in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules. .
- 9.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.
- 9.7 **Significant changes:** If, at any time within six (6) months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents and the CSRC Filings had it arisen before any of them was issued or would be required to be included in any post-listing reports to CSRC pursuant to the CSRC Rules, then, in connection therewith, (i):
- 9.7.1 provide full particulars thereof to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters as soon as practicable;
 - 9.7.2 if so reasonably required by the Sole Sponsor or the Overall Coordinators, inform the Stock Exchange, the SFC or the CSRC of such change or matter;
 - 9.7.3 if so required by the Stock Exchange, the SFC, the CSRC, the Sole Sponsor or the Overall Coordinators, amend and/or prepare and deliver (through the Sole Sponsor and the Sponsor-Overall Coordinator) as soon as practicable to the Stock Exchange, the SFC or the CSRC for approval, documentation containing details thereof in a form agreed by the Sole Sponsor and the Overall Coordinators and publish such documentation in such manner as the Stock Exchange, the SFC, the CSRC, the Sole Sponsor and/or the Overall Coordinators may require; and

- 9.7.4 to the extent required by any Authority or pursuant to any applicable Laws, make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares,

in each case, at the Company's own expense, and (ii) not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter aforesaid without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (such consent shall not be unreasonably withheld or delayed).

For the purposes of this Clause 9.7, "**significant**" means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

- 9.8 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 9 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

10 TERMINATION

- 10.1 **Termination by the Overall Coordinators:** The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under this Agreement are subject to termination. If at any time prior to 8:00 a.m. on the day that trading in the H Shares commences on the Stock Exchange:

10.1.1 there develops, occurs, exists or comes into force:

- (a) any new law or regulation or any change or development involving a prospective change or any event or series of events or circumstances likely to result in a change or a development involving a prospective change in existing laws or regulations, or the interpretation or application thereof by any court or any competent Authority in or affecting Hong Kong, the PRC, the United States, the European Union (or any member thereof), or other jurisdictions where the Group operates, or relevant to the Group or the Global Offering (each a "**Relevant Jurisdiction**" and collectively, the "**Relevant Jurisdictions**"); or
- (b) any change or development involving a prospective change, or any event or series of events or circumstances likely to result in a change or prospective change, in any local, national, regional or international financial, political, military, industrial, economic, fiscal, legal, regulatory, currency, credit or market conditions or sentiments, Taxation, equity securities or currency exchange rate or controls or any monetary or trading settlement system, or foreign investment regulations (including, without limitation, a devaluation of the Hong Kong dollar, United States dollar or Renminbi against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or the Renminbi is linked to any foreign currency or currencies) or other financial markets (including, without limitation, conditions and sentiments in stock and bond markets, money and foreign exchange markets, the inter-bank markets and credit markets) in or affecting any Relevant Jurisdictions, or affecting an investment in the Offer Shares; or
- (c) any event or series of events, or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or

international emergency or war, calamity, crisis, economic sanctions, strikes, labor disputes, other industrial actions, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, rebellion, public disorder, paralysis in government operations, acts of war, epidemic, pandemic, outbreak or escalation, mutation or aggravation of diseases, accident or interruption or delay in transportation, local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), act of God or act of terrorism (whether or not responsibility has been claimed)) in or affecting any of the Relevant Jurisdictions; or

- (d) the imposition or declaration of any moratorium, suspension or limitation (including without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on (i) the trading in shares or securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Tokyo Stock Exchange, the Singapore Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or (ii) the trading in any securities of the Company listed or quoted on a stock exchange or an over-the-counter market; or
- (e) the imposition or declaration of any general moratorium on banking activities in or affecting any of the Relevant Jurisdictions or any disruption in commercial banking or foreign exchange trading or securities settlement or clearing services, procedures or matters in or affecting any of the Relevant Jurisdictions; or
- (f) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or
- (g) the commencement by any Authority or other regulatory or political body or organization of any public action or investigation against a Group Company or a director or a senior management member of the Company as named in the Prospectus; or
- (h) the imposition of sanctions or export controls in whatever form, directly or indirectly, on any Group Company or any of the Controlling Shareholders or by or on any Relevant Jurisdiction, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction; or
- (i) any valid demand by creditors for payment or repayment of indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or
- (j) any non-compliance of the Prospectus (or any other documents used in connection with the contemplated offering, allotment, issue, subscription or sale of any of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or
- (k) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group or any Controlling Shareholder or any Director or senior management members as named in the Prospectus; or

- (l) any contravention by any Group Company or any Director of the Listing Rules or applicable Laws; or
- (m) that the Chairman of the Board, any Director or any member of senior management of the Company named in the Prospectus seeks to retire, or is removed from office or vacating his/her office; or
- (n) any Director or any member of senior management of the Company named in the Prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management or taking directorship of a company; or
- (o) an order or petition is presented for the winding-up or liquidation of any member of the Group, or any member of the Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurs in respect of any member of the Group; or
- (p) any change or prospective change, or a materialization of, any of the risks set out in the section headed “Risk Factors” in the Prospectus,

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

- i. has or will or may have a Material Adverse Effect;
 - ii. has or will or may have a Material Adverse Effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of indications of interest under the International Offering; or
 - iii. makes or will make or may make it impracticable, inadvisable, inexpedient or incapable for any material part of this Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged, or for the Hong Kong Public Offering and/or the Global Offering to proceed, or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or
 - iv. has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or
- 10.1.2 there has come to the notice of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that:
- (a) any statement contained in any of the Offering Documents, the CSRC Filings and/or any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) (the “**Global Offering Documents**”) was, when it was issued, or has become untrue, incorrect, inaccurate in any material respect or misleading; or that any estimate, forecast, expression of opinion, intention or expectation contained in any such documents, was,

when it was issued, or has become unfair or misleading in any respect or based on untrue, dishonest or unreasonable assumptions or given in bad faith; or

- (b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, constitute a material omission or misstatement in any Global Offering Document; or
- (c) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the representations, warranties and undertakings given by the Company in this Agreement or the International Underwriting Agreement; or
- (d) any event, act or omission which gives rise or is likely to give rise to any liability of the Indemnifying Party pursuant to the indemnities in this Agreement; or
- (e) any breach of any of the obligations or undertakings imposed upon the Company to this Agreement; or
- (f) there is any change or development involving a prospective change, constituting or having a Material Adverse Effect; or
- (g) the Company withdraws the Prospectus (and/or any other documents used in connection with the subscription or sale of any of the Offer Shares pursuant to the Global Offering) or the Global Offering; or
- (h) that the approval by the Listing Committee of the listing of, and permission to deal in, the H Shares in issue and to be issued pursuant to the Global Offering (including pursuant to any exercise of the Offer Size Adjustment Option) is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (i) any person (other than any of the Sole Sponsor) has withdrawn its consent or sought to withdraw its consent to the issue of any of the Offering Documents, to the issue of the Offering Documents with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or
- (j) any prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares (including pursuant to any exercise of the Offer Size Adjustment Option) pursuant to the terms of the Global Offering; or
- (k) (A) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated; or (B) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the CSRC Filings pursuant to the CSRC Rules or upon any requirement or request of the CSRC; or (C) any non-compliance of the CSRC Filings with the CSRC Rules or any other applicable Laws; or
- (l) that (i) a material portion of the orders placed or confirmed in the bookbuilding process or (ii) any investment commitment made by any cornerstone investors under the Cornerstone Investment Agreements signed with such cornerstone investors, have been withdrawn, terminated or cancelled, as a result of the payment of the relevant investment amount not being received or settled in the stipulated time and manner or otherwise,

then, in each case, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may, in their sole and absolute discretion and upon giving notice in writing to the Company, terminate this Agreement with immediate effect.

10.2 Effect of termination: Upon the termination of this Agreement pursuant to the provisions of Clause 10.1 or Clause 2.4:

10.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of this Clause 10.2 and Clauses 6.3, 6.4, 6.5, 8, 12 to 16 and any rights or obligations which may have accrued under this Agreement prior to such termination;

10.2.2 with respect to the Hong Kong Public Offering, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Overall Coordinators pursuant to Clause 4.10 and/or by successful applicants under valid applications under the Hong Kong Public Offering shall be refunded forthwith (in the latter case, the Company shall procure that the H Share Registrar and the Nominee dispatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar's Agreement and the Receiving Bank Agreement); and

10.2.3 notwithstanding anything to the contrary under this Agreement, the Company shall forthwith pay to the Overall Coordinators the fees, costs, charges and expenses set out in Clauses 6.3 and 6.4 and the Sole Sponsor and the Overall Coordinators may, in accordance with the provisions of the Receiving Bank Agreement and upon the Company's prior written consent, instruct the Nominee to make such payment.

11 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

11.1 Lock-up on the Company: The Company hereby undertakes to each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that except pursuant to the Global Offering (including pursuant to any exercise of the Offer Size Adjustment Option), at any time after the date of this Agreement up to and including the date falling six months after the Listing Date (the "**First Six Month Period**"), it will not, without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

11.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in the share capital or any other equity securities of the Company or any interest in any of the foregoing (including, without limitation, any equity securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase any share capital or other equity securities of the Company, as applicable), or deposit any share capital or other equity securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or

11.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of the Shares or any other equity securities of the Company, or any interest in any of the foregoing

(including, without limitation, any equity securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares); or

11.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 11.1.1 or 11.1.2 above; or

11.1.4 offer to or agree to do any of the foregoing specified in Clause 11.1.1, 11.1.2 or 11.1.3 or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of share capital or such other equity securities, in cash or otherwise (whether or not the issue of such share capital or other securities will be completed within the First Six Month Period). The Company further agrees that, in the event the Company is allowed to enter into any of the transactions described in Clause 11.1.1, 11.1.2 or 11.1.3 above or offers to or agrees to or announces any intention to effect any such transaction during the period of six months commencing on the date on which the First Six Month Period expires (the “**Second Six Month Period**”), it will take all reasonable steps to ensure that such an issue or disposal will not, and no other act of the Company will, create a disorderly or false market for any Shares or other securities of the Company.

11.2 **Maintenance of public float:** The Company agrees and undertakes to each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will comply with the minimum public float requirements specified in the Listing Rules (the “**Minimum Public Float Requirement**”), and it will not effect any purchase of the H Shares, or agree to do so, which may reduce the holdings of the H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement or any waiver granted and not revoked by the Stock Exchange prior to the expiration of the Second Six Month Period without first having obtained the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

11.3 **Full force:** The undertakings in this Clause 11 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed.

12 ANNOUNCEMENTS

12.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published, made publicly available or despatched by the Company (or by any of its directors, officers, employees, consultants, advisers or agents) during the period of three months from the date of this Agreement without the prior written approval of the Sole Sponsor (for itself and on behalf of the Hong Kong Underwriters) (such approval shall not be unreasonably withheld or delayed), except in the event and to the extent that any such announcement, circular, supplement or document is required by applicable Laws or the Listing Rules or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement has the force of law, and any such announcement, circular, supplement or document so issued, published, made publicly available or despatched by any of the parties shall be made only after consultation with the Sole Sponsor (for itself and on behalf of the Hong Kong Underwriters), and after the Sole Sponsor (for itself and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the issuer(s) thereof.

- 12.2 **Discussion with the Sole Sponsor and the Overall Coordinators:** The Company undertakes to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will conduct prior discussion with the Sole Sponsor and the Overall Coordinators in relation to any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, following the date of Prospectus up to the six months from the date of this Agreement, which may conflict with any statement in the Prospectus.
- 12.3 **Full force:** Subject to Clause 12.1, the restriction contained in this Clause 12 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement, or the termination of this Agreement. The Company shall procure compliance by the Group and its Affiliates with the provisions of this Clause 12.

13 CONFIDENTIALITY

- 13.1 **Information confidential:** Subject to Clause 13.2, each party hereto shall, and shall procure that its Affiliates and its and its Affiliates' respective directors, officers, employees, consultants, advisers or agents will, for a period of two years from the date of this Agreement, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or in relation to the other parties to this Agreement.
- 13.2 **Exceptions:** Any party hereto may disclose, or permit its Affiliates, its and its Affiliates' respective directors, officers, employees, assignees, advisers, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:
- 13.2.1 required by applicable Laws;
 - 13.2.2 required, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement for disclosure of information has the force of law;
 - 13.2.3 required to vest the full benefit of this Agreement in such party;
 - 13.2.4 disclosed to the professional advisers, auditors and internal auditors of such party on a need-to-know basis and/or under a duty of confidentiality;
 - 13.2.5 the information has come into the public domain through no fault of such party;
 - 13.2.6 required or requested by any of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates for the purpose of the Global Offering;
 - 13.2.7 required by any of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinator, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates to seek to establish any defense or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;

13.2.8 the other parties (and in the case of the Hong Kong Underwriters, by the Sole Sponsor and the Overall Coordinators (for themselves on behalf of the Hong Kong Underwriters)) have given prior written approval to the disclosure, such approval not to be unreasonably withheld; or

13.2.9 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information;

provided that, in the case of Clauses 13.2.3 and 13.2.8, any such information disclosed shall be disclosed only after consultation with the other parties.

13.3 **Full force:** The restrictions contained in this Clause 13 shall continue to apply notwithstanding the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

14 NOTICES

14.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.

14.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 14.3 and, if so addressed, shall be deemed to have been duly given or made as follows:

14.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

14.2.2 if sent by post, two Business Days after the date of posting;

14.2.3 if sent by airmail, five Business Days after the date of posting; and

14.2.4 if sent by email, immediately after the time sent as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

14.3 **Details of contact:** The relevant address and email address of each of the parties hereto for the purpose of this Agreement, subject to Clause 14.4, are as follows:

If to the **Company**:

Address:	2/F, No. 5 Lingxia Road, Fenghuang Community, Fuyong Street, Bao'an District, Shenzhen, Guangdong, PRC
Email:	peter@meigsmart.com
Attention:	Mr. Huang Min

If to **CICC**:

Address:	29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
Email:	ib_tops@cicc.com.cn
Attention:	Project TOPS

If to any of the other Hong Kong Underwriters, to the address, and email address of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in Schedule 1, respectively.

- 14.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or email address for the purposes of Clause 14.3, provided that such notification shall only be effective on:

14.4.1 the date specified in the notification as the date on which the change is to take place; or

14.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

15 GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY

- 15.1 **Governing law:** This Agreement, and any non-contractual obligations arising out of or in connection with it, including this Clause 15, shall be governed by and construed in accordance with the laws of Hong Kong.

- 15.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy, difference or claim arising out of or relating to this Agreement including its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or relating to it (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted in accordance with the Rules. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause 15 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Notwithstanding this Clause 15.2, any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to or in support of any arbitration commenced under this Clause 15.2. Notwithstanding the above, each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters shall also have the sole right:

15.2.1 to commence proceedings or pursue a claim in any court of competent jurisdiction for injunctive relief in relation to and/or in support of any Dispute arising out of or in connection with this Agreement; or

15.2.2 in circumstances in which they become or are joined as a defendant or third party in any Proceedings, to pursue claims against the Company and/or the Controlling Shareholders in those Proceedings (whether by way of a claim for an indemnity, contribution or otherwise).

- 15.3 **Service of documents:** Without prejudice to the provisions of Clause 15.5, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 14.

- 15.4 **Process agent:** Without prejudice to Clause 15.4 above, the Company has established a place of business in Hong Kong at 40/F, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong and the Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.
- 15.5 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or otherwise) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from any form of attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Company hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings (to the extent permitted by applicable Laws).
- 16 MISCELLANEOUS**
- 16.1 **Time is of the essence:** Save as otherwise expressly provided herein including without limitation the right of the Sole Sponsor and the Overall Coordinators hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.
- 16.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 16.3 **Assignment:** Each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 7 and 8, respectively, to any of the persons who have the benefit of the indemnities in Clause 8 and any successor entity to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable. Obligations under this Agreement shall not be assignable.
- 16.4 **Release or compromise:** Each party may release or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, the Warrantor agrees and acknowledges that any amendment or supplement to the Offering Documents, the CSRC Filings or any of them (whether made pursuant to Clause 7.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings

subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

- 16.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).
- 16.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 16.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Sole Sponsor and the Sponsor-Overall Coordinator, the Sponsor and Sponsor-OC Mandate, (ii) with respect to the Company and the Overall Coordinators, the OC Engagement Letters, and (iii) with respect to the Company and the CMIs, the CMI Engagement Letters, constitute the entire agreement between the Company, the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement, unless otherwise agreed. For the avoidance of doubt, the Sponsor and Sponsor-OC Mandate, the OC Engagement Letters and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto.
- 16.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to Clause 16.14.3, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.
- 16.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 16.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, the Warrantor will indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar

amount is converted into the judgment currency for the purpose of such judgment or order or award, and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of the Warrantor and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

- 16.11 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each of the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers and the Hong Kong Underwriters or any of them under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 16.12 **Taxation:** All payments to be made by or on behalf of the Company under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes, in accordance with the respective engagement letters between the Company and each of the Overall Coordinators or CMIs or other relevant parties. If any Taxes are required by any Laws to be deducted or withheld in connection with such payments or if any of the other parties is required by any Authority to pay any Taxes as a results of this Agreement, the Company will increase the amount paid and/or to be paid or will pay an additional amount to the relevant party, as the case may be, so that the full amount of such payments as agreed in the respective engagement letters is received by such party as applicable.
- 16.13 The Company will further, if requested by such party, use reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (a) making filings and submissions on such basis and such terms as such party may reasonably request, (b) making available to such party notices received from any Authority as soon as practicable, and (c) subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment. **Officer's Certificates:** Any certificate signed by any officer of the Company and delivered to the Overall Coordinators or the Sole Sponsor or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Sole Sponsor or each Overall Coordinator or Underwriter.
- 16.14 **Right of Third Parties:** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 16.14:
- 16.14.1 Indemnified Parties may enforce and rely on Clause 8 to the same extent as if they were a party to this Agreement;
- 16.14.2 An assignee pursuant to Clause 16.3 may enforce and rely on this Agreement as if it were a party to this Agreement; and

- 16.14.3 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 16.14.1.
- 16.15 **Professional Investors:** The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean the Company, and “we” or “us” or “our” shall mean the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters).
- 16.16 **Language:** This Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Agreement and any translation, the English language version shall prevail.
- 16.17 **Further Assurance:** The Warrantor shall from time to time, on being reasonably required to do so by the Sole Sponsor and/or the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Sole Sponsor and/or the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMLs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 16.18 **Survival:** The provisions in this Clause 16 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.
- 16.19 **Recognition of the U.S. Special Resolution Regimes**
- 16.19.1 In the event that any Sole Sponsor, Overall Coordinators or Hong Kong Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Sole Sponsor, Overall Coordinators or Hong Kong Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 16.19.2 In the event that any Sole Sponsor, Overall Coordinators or Hong Kong Underwriter that is a Covered Entity or a BHC Act Affiliate of such Sole Sponsor, Overall Coordinators or Hong Kong Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Sole Sponsor, Overall Coordinators or Hong Kong Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 16.19.3 In this Clause 16.19:
- “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).
- “**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b);

or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

16.20 **Bail-in Action**

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements or understanding between UK Bail-in Parties and the Counterparties, each Counterparty acknowledges, accepts, and agrees that a UK Bail-in Liability arising under this Agreement may be subject to the exercise of UK Bail-in Powers by the relevant UK resolution authority and acknowledges, accepts, and agrees to be bound by:

16.20.1 the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of UK Bail-in Parties to the Counterparties under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

- (i) the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;
- (ii) the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of the UK Bail-in Parties or another person, and the issue to or conferral on the Counterparties of such shares, securities or obligations;
- (iii) the cancellation of the UK Bail-in Liability; and
- (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

16.20.2 the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of UK Bail-in Powers by the relevant UK resolution authority.

16.20.3 In this Clause 16.20:

“**Counterparties**” refers to any party in this Agreement to whom any UK Bail-in Party owes a UK Bail-in Liability under or in connection with this Agreement from time to time.

“**UK Bail-in Legislation**” means Part I of the UK Banking Act 2009 and any other law or regulation applicable in the UK relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

“**UK Bail-in Liability**” means a liability in respect of which the UK Bail-in Powers may be exercised.

“UK Bail-in Parties” refers to the relevant underwriters to which the UK Bail-in Legislation applies and each a **“UK Bail-in Party”**.

“UK Bail-in Powers” means the powers under the UK Bail-in Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

SCHEDULE 1

THE HONG KONG UNDERWRITERS

Hong Kong Underwriter (Name, Address, Addressee and Email)	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
China International Capital Corporation Hong Kong Securities Limited 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong Project TOPS ib_tops@cicc.com.cn	See below	See below
BNP Paribas Securities (Asia) Limited 60/F. and 63/F., Two International Finance Centre, 8 Finance Street, Central, Hong Kong Project TOPS DL.Project.Tops@asia.bnpparibas.com	See below	See below
China Industrial Securities International Capital Limited 32/F, Infinitus Plaza, 199 Des Voeux Road Central, Sheung Wan, Hong Kong Project TOPS ecm_ib@xyzq.com.hk	See below	See below
Futu Securities International (Hong Kong) Limited 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong TSE Chi Kin, Daniel project.tops@futuhk.com	See below	See below
Tiger Brokers (HK) Global Limited	See below	See below

23/F, Li Po Chun Chambers, 189 Des
Voeux Road Central, Hong Kong

Project TOPS

projectTOPS@itiger.com

Open Securities Limited

See below

See below

Room 3208-09, 32/F, Tower 6, The
Gateway, 9 Canton Road,, Tsim Sha
Tsui, Kowloon, Hong Kong

Project TOPS

ECM_Projects@opensecltd.com

Total:

100%

$$A = B/C \times (3,500,000 \text{ Shares} + D)$$

where:

“A” is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of an H Share shall be rounded down to the nearest whole number of an H Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 3,500,000 (assuming the Offer Size Adjustment Option is not exercised), and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

“B” is the number of International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its Affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

“C” is the aggregate number of International Offer Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective Affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

“D” is the number of the Offer Size Adjustment Option Shares under the Hong Kong Public Offering upon the exercise of the Offer Size Adjustment Option by the Company (if any) on or before the time of execution of the Price Determination Agreement.

SCHEDULE 2

THE WARRANTIES

The Warrantor warrants and undertakes to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them as follows:

1 Accuracy of Information

- 1.1 None of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, or any individual Supplemental Offering Material (as defined below) when considered together with the Preliminary Offering Circular, contains or will contain any untrue statement of a material fact or omits or will omit to state a fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.2 No individual Supplemental Offering Material (as defined below) conflicts or will conflict with the Hong Kong Public Offering Documents, the Application Proof, the PHIP, or the Preliminary Offering Circular (as used herein, “**Supplemental Offering Material**” means any “**written communication**” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares (other than the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular or amendments or supplements thereto), including, without limitation, any roadshow materials, investor presentations and press releases relating to the Offer Shares that constitutes such a written communication).
- 1.3 All statements, expressions of opinion or intention, forward-looking statements, forecasts and estimates (including the statements regarding the sufficiency of working capital, future plans, use of proceeds, estimated capital expenditures, projected cash flows and working capital, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Supplemental Offering Material (when considered together with the Preliminary Offering Circular) and the CSRC Filings (A) have been made after due, careful and proper consideration; (B) were and remain based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular and the CSRC Filings (to the extent there are any) or otherwise based on reasonable grounds and assumptions; and (C) represented and continue to represent reasonable and fair grounds, assumptions and expectations honestly held based on facts known to each of the Company, any Subsidiary, and/or any of their respective directors, supervisors (if any), officers, employees, affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act, “**affiliates**”) or agents; there are and will be no other facts known or which could, upon due and careful inquiry, have been known to the Warrantor and/or any of its respective directors the omission of which would or may make any such expression, statement, forecast or estimate misleading.
- 1.4 The Hong Kong Public Offering Documents contain and will contain (A) all information and particulars required to comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules, all other rules and regulations of the Stock Exchange and all applicable Laws; and (B) all such information as investors and their professional advisors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, assets and liabilities, business, condition (financial or otherwise), financial position, profits and losses, management and prospects of the Company and the Subsidiaries, taken as a whole, and the rights attaching to the H Shares.
- 1.5 All public notices, announcements and advertisements in connection with the Global Offering (including the Formal Notice and the OC Announcements) and all filings and submissions

provided by or on behalf of the Warrantor, the Subsidiaries and/or any of their respective directors, supervisors (if any), officers, employees, affiliates or agents, to the Stock Exchange, the SFC, the CSRC and/or any other relevant Authority have complied and will comply with all applicable Laws, contain no untrue statement of a material fact and do not omit to state a fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

1.6 Each of the Application Proof and the PHIP is in compliance with and has included appropriate warning and disclaimer statements for publication as required in Chapter 6.4 of the Guide.

1.7 Without prejudice to any of the other Warranties:

1.7.1 the statements contained in the section of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds,” including the breakdown of the estimated use of the net proceeds, represent the true and honest belief of the Warrantor and its directors (if applicable) arrived at after due, proper and careful consideration and inquiry;

1.7.2 the statements contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular relating to the Group’s consolidated indebtedness as at close of business on January 31, 2026 are complete, true and accurate and not misleading and all material developments in relation to the Company’s indebtedness have been disclosed;

1.7.3 the statements relating to working capital contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular in the section headed “Financial Information” are complete, true and accurate and not misleading;

1.7.4 the statements relating to the Group’s liquidity and capital resources contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular in the section headed “Financial Information” are complete, true and accurate and not misleading;

1.7.5 the statements relating to the interests of the Warrantor and its directors (if applicable) in the share capital of the Company and in contracts with the Company and the Subsidiaries contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular are complete, true and accurate and not misleading;

1.7.6 the statements contained in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular (A) in the sections headed “Share Capital” and “Appendix V—Summary of the Articles of Association,” insofar as they purport to describe the terms of the Offer Shares; (B) in the sections headed “Regulatory Overview” and “Appendix V— Summary of the Articles of Association,” insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Company and the Subsidiaries; (C) in the section headed “Taxation” and “Appendix VI—Statutory and General Information,” insofar as they purport to describe the provisions of the Laws and documents referred to therein; and (D) in the section headed “Appendix V—Summary of the Articles of Association,” insofar as they purport to describe the material provisions of the Articles of Association, are true, complete and accurate in all material aspects and are not misleading, and constitute fair and accurate summaries of the relevant terms, Laws, regulations and documents;

1.7.7 the statements relating to dividend policy contained in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular under the heading “Summary—Dividends” and “Financial Information—Dividends”

- represent the true and honest belief of the Warrantor and its directors (if applicable) arrived at after due, careful and proper consideration and inquiry;
- 1.7.8 the statements contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP or the Preliminary Offering Circular in the section headed “Risk Factors” are complete, true and accurate in all material respects and not misleading and represent the true and honest belief of the Warrantor and its directors (if applicable) arrived at after due, proper and careful consideration; and
- 1.7.9 the reply to each question set out in the Verification Notes given by or on behalf of the Warrantor or the Subsidiaries or their respective directors or employees (if applicable) and all statements and information provided by or on behalf of any of the Warrantor or the Subsidiaries and their respective directors or employees (if applicable) in connection with any application or submission to or correspondence with the Stock Exchange, the SFC, CSRC or other applicable Authority, was so given by a person having appropriate knowledge and duly authorized for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and not misleading; all such supporting documents prepared or supplied by or on behalf of any of the Warrantor or the Subsidiaries or if applicable, their respective directors (or any of them) or employees have been given or prepared in good faith and with due care and attention.
- 1.8 All statistical, market-related and operational data and information disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular as having come from the Warrantor has been derived from the records of the Company and the Subsidiaries using systems and procedures which incorporate adequate and effective safeguards to ensure that the information is complete, true and accurate in all material respects and not misleading and fairly presents the information shown therein; the section entitled “Financial Information” in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular accurately describes the Company’s exposure to changes in interest rates, liquidity and foreign exchange rates, risk exposure estimates, and sensitivity of the Company’s assets and liabilities to changes in interest rates and foreign exchange rates as of the dates indicated therein, and the limitations of such sensitivity analysis; statistical and market-related data and information disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular as having come from a source other than the Warrantor are based on or derived from sources which the Warrantor’s reasonably believe to be reliable and accurate and represent the Warrantor’s good faith estimates that are made on the basis of data derived from such sources, and such data accurately and fairly reflect the information or the sources from which they are derived; and the Company has obtained the written consent to the use of such data from such sources to the extent required.
- 1.9 All information supplied or disclosed in writing or orally from time to time (and any new or additional information that updates or amends such information) by or on behalf of the Warrantor, the Subsidiaries, or their respective directors, supervisors (if any), officers, employees, affiliates or agents to the Stock Exchange, the SFC, the CSRC, the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant and legal and other professional advisers to the Company and the International Underwriters and the Hong Kong Underwriters for the purposes of the Global Offering or the listing of the H Shares on the Stock Exchange (including for the purpose of replying to queries and comments raised by the SEHK, the SFC and the CSRC, the answers and documents contained or referred to in the Verification Notes, any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date hereof, the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Supplemental Offering

Materials, the CSRC Filings, the investor presentation materials, roadshow materials and analyst presentation materials, or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters of their obligations under all applicable Laws (including the Code of Conduct, the Listing Rules and the CSRC Rules), the discharge by the Sole Sponsor of its obligations as a sponsor under the Code of Conduct, the Listing Rules and other applicable Laws, or for the discharge by the Overall Coordinators and the CMIs of their respective obligations as an Overall Coordinator and/or a CMI under the Code of Conduct, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any other Authorities and the documents contained therein or referred thereto, and the submissions made by or on behalf of the Company and/or any of the Subsidiaries) was so disclosed or made available in full and in good faith and was when given and remains complete, true and accurate in all material respects and not misleading.

2 CSRC Filings

- 2.1 Each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.
- 2.2 All information disclosed or made available in writing or orally and used as the basis of information contained in the CSRC Filings by or on behalf of the Company and/or any of the Subsidiaries, and/or any of their respective directors, officers, employees, affiliates or agents, to the CSRC, the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company for the purpose of replying to queries and comments raised by the CSRC (including the information, answers and documents used as the basis of information contained or referred to in the CSRC Filings, or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Sponsor-Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of their obligations under all applicable Laws (including the CSRC Rules), or for the discharge by the Overall Coordinators of their respective obligations as an Overall Coordinator under the Code of Conduct, the Listing Rules and other applicable Laws) was so disclosed or made available in full and in good faith and was, when given and remains complete, true and accurate in all material respects and not misleading, and there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading in any respect.
- 2.3 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.
- 2.4 Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules, and the Company has not provided any undertakings to the CSRC which had not been disclosed or otherwise notified to the Sole Sponsor.
- 2.5 Neither the Company nor any of the Controlling Shareholders has given, entered into, or is otherwise subject to any undertaking, commitment, side letter, assurance or similar arrangement (whether written or oral) with the CSRC that has not been disclosed in writing to the Sole Sponsor, the Sponsor-Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.

3 The Company and the Subsidiaries

- 3.1 The Company has and upon the Listing Date will have the authorized and issued capital as set forth in the sections headed “Capitalization and Indebtedness” and “Share Capital” in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, and all of the issued shares of each Group Company (A) have been duly authorized, registered and validly issued; (B) are fully paid and non-assessable; (C) were not issued in violation of any pre-emptive, resale right, right of first refusal or similar rights; (D) conform to the description thereof contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular; (E) have been issued in compliance with all applicable Laws, and (F) are and upon the Listing Date will be owned by shareholders identified in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular in the amounts specified therein; no person is, or at each of (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date and (iv) the Listing Date will be, entitled to any pre-emptive, resale right, right of first refusal or other similar rights to acquire the Offer Shares or any other securities of the Company; and there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, the H Shares or any other class of shares of the Company except pursuant to this Agreement, the International Underwriting Agreement or any Cornerstone Investment Agreements.
- 3.2 (A) The Company has no subsidiaries, jointly-controlled companies or associated companies other than those set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Appendix I – Accountant's Report” as of the latest audited consolidated financial statements; (B) other than the share capital or other equity interests of or in each of its subsidiaries or as otherwise disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the Company does not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any corporation, firm, partnership, joint venture, association or other entity that is material to the Group, taken as a whole, as of the date of the latest audited consolidated financial statements; (C) all of the issued shares of capital stock of each of the members of the Group that is a non-PRC legal person have been duly authorized and validly issued, are fully paid up or otherwise in compliance with the applicable Laws and non-assessable, have been issued in compliance with all applicable Laws and were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and, to the extent legally and/or beneficially owned by the Company, are owned by the Company subject to no Encumbrance; (D) each of the members of the Group that is a PRC legal person has been duly and validly established, and the registered capital (in the form of shares or otherwise) of such subsidiaries have been validly issued and fully paid in compliance with applicable Laws with all contributions required to be paid by applicable PRC Law to such registered capital having been paid within the time periods prescribed under and in accordance with applicable PRC Laws and all payments of such contributions having been approved by the applicable PRC authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of such registered capital has been issued in compliance with all applicable Laws and were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and, to the extent legally and/or beneficially owned by the Company, are owned by the Company subject to no Encumbrance; and (E) no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares of capital stock or other equity interests of or in any member of the Group are outstanding; and (F) each of the other members of the Group is a legal person with limited liability and the liability of the Company in respect of equity interests held in each such member of the Group is limited to its investment therein; (G) except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Controlling Shareholders, or the members of the Company’s board of directors or management owns, directly or indirectly, any shares of capital stock of, or equity interest in, or any rights, warrants or options to acquire, or instruments or

securities convertible into or exchangeable for, any share capital of, or direct interests in, any member of the Group. Each of the Company and the Subsidiaries has been duly incorporated or established and is validly existing and in good standing under the Laws of its jurisdiction of incorporation, registration or organization with legal right, power and authority (corporate and other) to own, use, lease and operate its properties and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular and is capable of suing and being sued in its own name.

- 3.3 Each of the Company and the Subsidiaries (A) has been duly qualified to transact business and is in good standing under the Laws of each other jurisdiction in which it owns or leases properties or conducts any business that requires such qualification; and (B) has full power and authority to declare, make or pay any dividend or other distribution and to repay loans to any of its shareholders without the need for any consents, approvals, authorizations, filings and registrations of or with any Authority.
- 3.4 The memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of each of the Company and the Subsidiaries comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization and are in full force and effect.
- 3.5 Each of the Subsidiaries that is a PRC entity has passed each annual examination by the applicable PRC Authorities without being found to have any material deficiency or material default under applicable PRC Laws, and has timely received all requisite certifications from each applicable Authority.
- 3.6 The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the memorandum and articles of association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including the Listing Rules).
- 3.7 None of the Company or any Subsidiary has entered into any agreement for the establishment of any company or undertaking in which the Company or any Subsidiary will or agrees to own or control a majority interest.
- 3.8 Save as disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering, no person, individually or together with its affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the Exchange Act), ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.
- 3.9 None of the Company or any of the Subsidiaries is conducting or proposes to conduct any business, or has acquired or proposes to acquire or has incurred or proposes to incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Company or such Subsidiary, as the case may be, but which is not directly or indirectly related to the business of the Company and the Subsidiaries, taken as a whole, as described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.
- 3.10 There is no contract or agreement between the Company, on the one hand, and any third party, on the other hand, in relation of the merger, acquisition, business consolidation, joint venture, strategic cooperation, with or of any other entity or business.

4 Offer Shares

- 4.1 The Offer Shares have been duly and validly authorized and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable,

- 4.1.1 will be duly and validly issued and fully paid and non-assessable and free and clear of all Encumbrances or adverse claims;
 - 4.1.2 will have attached to them the rights and benefits specified in the Company's Articles of Association as described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular;
 - 4.1.3 will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment;
 - 4.1.4 will be free of any restriction upon the holding, voting or transfer thereof under the applicable Laws or the memorandum and articles of association or other constituent or constitutive documents or the business license of the Company or any agreement or other instrument to which the Company is a party; and
 - 4.1.5 will be freely transferable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the International Underwriters) and their subsequent purchasers.
- 4.2 No holder of Offer Shares after the completion of the Global Offering is or will be subject to any personal liability in respect of the Company's liabilities or obligations by reason of being such a holder.
 - 4.3 The Offer Shares conform to the descriptions thereof contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, including the descriptions in the sections headed "Capitalization and Indebtedness", "Share Capital" and "Appendix V—Summary of the Articles of Association".
 - 4.4 The certificates for the Offer Shares are in proper form to be legal and valid under the Laws of the PRC and Hong Kong.
 - 4.5 Except as set forth in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, there are no restrictions on the holding, voting or subsequent transfers of the Offer Shares under the Laws of **the PRC, Hong Kong or the United States** or the articles of association of the Company and/or any agreement or other instrument to which the Company is a party.

5 The Underwriting Agreements and the Operative Documents

- 5.1 Each of this Agreement, the International Underwriting Agreement, the Hong Kong Prospectus, the Operative Documents and any other documents required to be executed by the Warrantor pursuant to the provision of this Agreement, the International Underwriting Agreement or the Operative Documents has been, or will be, duly and validly authorized, executed, and delivered by the Warrantor and constitutes or will constitute a legal, valid and binding agreement of the Warrantor, enforceable in accordance with its terms.
- 5.2 The statements set forth in the sections of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular headed, "Plan of Distribution," "Structure of the Global Offering," "Cornerstone Investors" and "Underwriting," insofar as they purport to describe the provisions of this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements are complete, true and accurate in all material respects and not misleading.
- 5.3 To the best of the Company's knowledge after due and careful inquiry, as of the date of this Agreement, none of the investment commitments by the cornerstone investors under the Cornerstone Investment Agreements have been, or will be, reduced, withdrawn, terminated, cancelled or otherwise not fulfilled.

6 No Conflict, Compliance and Approvals

- 6.1 None of the Company or any Subsidiary is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its memorandum and articles of association or other constituent or constitutive documents and its business license (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected; or (C) any Laws applicable to it or any of its properties or assets, except in each case of clauses (B) and (C) as would not, or could not reasonably be expected to, individually or in the aggregate result in a Material Adverse Effect, and have not received any notice of any actual or potential liability under or pursuant to any violation of applicable Laws.
- 6.2 The Company has taken all necessary corporate and other actions to authorize, and has obtained all necessary approvals and authorizations (including approvals and authorizations from the shareholders of the Company and the Directors) in connection with the Global Offering, the use and application of the proceeds from the Global Offering, the issue, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, the performance by the Company of its obligations hereunder, and the consummation of the transactions contemplated by this Agreement; and such approvals and authorizations are in full force and effect, and there is no reason to believe that any of them may be revoked, suspended or modified.
- 6.3 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated and the fulfilment of the terms hereof or thereof do not and will not (A) conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Warrantor or any Subsidiary is a party, by which the Warrantor or any Subsidiary is bound or to which any of the property or assets of the Warrantor or any Subsidiary is subject, except as would not, or could not reasonably be expected to, individually or in the aggregate result in a Material Adverse Effect; (B) violate any provision of the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of the Warrantor or any Subsidiary; (C) violate any applicable Law; or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary.
- 6.4 Except for the requisite registration of the Prospectus with the Registrar of Companies in Hong Kong and the final approval from the Stock Exchange for the listing of and permission to deal in the H Shares on the Main Board, all licenses, permits, permissions, authorizations, consents, approvals, certificates, clearances, qualifications, franchises, orders and other concessions of and from, and all registrations, declarations, notifications and filings of or with, any Authority having jurisdiction over the Warrantor or the Subsidiaries, or any of their respective properties (each a **"Governmental Authorization"**) required or advisable under any applicable Law in connection with (A) the Global Offering; (B) the issuance and sale of the Offer Shares; (C) the execution of this Agreement, the International Underwriting Agreement, the Operative Documents and the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering; (D) the performance by the Company of its obligations hereunder and the

consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents, the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering to which the Warrantor is a party; (E) the deposit of the Offer Shares with Hong Kong Securities Clearing Company Limited; and (F) the issuance, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.

- 6.5 All Governmental Authorizations (including those from the CSRC) required for the Offer Shares under the Global Offering have been obtained, and approval in principle has been obtained from the listing committee of the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange, and there is no reason to believe that such approval may be revoked, suspended or modified.
- 6.6 The Company has taken all necessary corporate and other actions to authorize, and has obtained all necessary approvals and authorizations (including approvals and authorizations from the shareholders of the Company and the Directors) in connection with, the Global Offering, the use and application of the proceeds from the Global Offering, the issue, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, and such approvals and authorizations are in full force and effect, and there is no reason to believe that any such approvals and authorizations may be revoked, suspended or modified.
- 6.7 Each of the Company and the Subsidiaries (A) is in compliance with all Laws described or referred to in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular in the sections headed “Regulatory Overview” (“**Relevant Laws**”), except as described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular; (B) has received all Governmental Authorizations required of them under Relevant Laws to own, lease, license and use its properties and assets and conduct its respective businesses, and all such Governmental Authorizations are valid and in full force and effect and contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular; and (C) is in compliance with the provisions of all such Governmental Authorizations; none of the Company or any of the Subsidiaries has received any notice of revocation or modification of any such Governmental Authorizations or has any reason to believe that any Authority is considering modifying, suspending or revoking any such Governmental Authorizations, or has any reason to believe that any Authority is considering modifying, suspending or revoking any such Governmental Authorizations, or has any reason to believe that any Governmental Authorizations will not be renewed in the ordinary course; and the Company and the Subsidiaries have not received notice of any actual or potential liability under or violation of any Relevant Laws.
- 6.8 (A) all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Company or its Subsidiaries or any of their properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, have been obtained or made and held and are in compliance with; and (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing,

would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under)(i) its memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable), (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which it is bound or any of its properties or assets may be bound or affected, or (iii) any Laws applicable to the Company or any of the Subsidiaries or any of their properties or assets described in each of Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, or result in the creation or imposition of an Encumbrance upon any property or assets of the Company or any of the Subsidiaries.

7 Accounts and Other Financial Information

- 7.1 The Reporting Accountants, whose accountant's report on certain consolidated financial statements of the Company is included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, are independent public accountants with respect to the Company under the Code of Ethics for Professional Accountants issued by the Hong Kong Institute of Certified Public Accountants and the rules and regulations thereunder.
- 7.2 (A) The audited consolidated historical financial statements (and the notes thereto) of the Company and the Subsidiaries included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular give a true, complete and fair view of the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders' equity of the Company and its consolidated Subsidiaries as of the dates and for the periods indicated, and have been prepared in conformity with the International Financial Reporting Standards ("IFRS") and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) the selected financial data set forth under the captions "Summary – Summary of Historical Financial Information," "Summary – Recent Development and No Material Adverse Change" and "Financial Information" in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular accurately and fairly present, on the basis stated in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular included therein; (C) such audited consolidated historical financial statements make due provision for any bad or doubtful debts and make appropriate provision for (or contain a note in accordance with good accounting practice respecting) all deferred or contingent liabilities, whether liquidated or unliquidated at the date thereof; (D) the profits and losses shown on such audited consolidated historical financial statements and selected financial data and the trend of profits and losses thereby shown have not been affected by any unusual or exceptional item or by any other matter which has rendered such profits or losses unusually high or low; (E) the summary and selected financial data (including any financial ratios) included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular are either correctly extracted from the report of the Reporting Accountants set out in Appendix I and Appendix II to the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular or are derived from the relevant accounting records of the Company and the Subsidiaries which the Warrantor in good faith believe are reliable and accurate, and are a fair presentation of the data purported to be shown, present accurately and fairly present the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements included therein; (E) the pro forma financial information (and the notes thereto) included under "Appendix IIA—Unaudited Pro Forma Financial Information" (and all other pro forma financial statements, information or data, if any); (F) the profit estimate for the year ended December 31, 2025 included under "Appendix IIB—Profit Estimate for Year Ended December 31, 2025" and "Summary—Profit Estimate for the Year Ended December 31, 2025"

included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular has been prepared in accordance with the applicable requirements of the Listing Rules and has been presented consistently with the relevant accounting principles adopted by the Company, the assumptions used in the preparation of unaudited pro forma adjusted consolidated net tangible assets per Share and the notes thereto (and other pro forma financial statements, information and data, if any) are reasonable and are disclosed therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma adjusted consolidated net tangible assets per Share and the notes thereto (and other pro forma financial statements, information and data, if any); (F) the depreciation and amortization has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Company; (G) there are no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Company or the Subsidiaries that are required by any applicable Law or Listing Rules to be included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular that are not included as required; (H) none of the Company or the Subsidiaries has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations) that are not described in any of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular; and (I) there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

- 7.3 The unaudited (but reviewed) stub period consolidated financial information of the Company, which comprises the consolidated statements of profit or loss and other comprehensive income, the consolidated statements of changes in equity and the consolidated statements of cash flows for the nine months ended September 30, 2024 and other explanatory information, included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular (A) has been reviewed by the Reporting Accountants with reference to International Standard on Review Engagements 2410, Review of Interim Financial Information Performed by the Independent Auditor of the Entity; (B) has been prepared in conformity with the IFRS applied on a consistent basis throughout the period involved; (C) has been compiled on a basis consistent with the audited consolidated financial information of the Company included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, (D) gives a true and fair view of, and reflects in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries was a party during the interim period involved, (E) presents fairly the combined results of operations of the Company and its Subsidiaries for the interim period involved, (F) contains no inaccuracies or discrepancies of any kind; (G) reflects the normal recurring adjustments which are necessary for a fair presentation of the consolidated results of operations of the Company and the Subsidiaries for the interim period involved; and (H) give a true and fair view of the consolidated results of operations of the Company for the nine months ended September 30, 2024.
- 7.4 The prospective information included in (i) the profit forecast as set forth in the Board Memorandum of Profit Forecast for the year ending December 31, 2026 and Working Capital Forecast for the periods ending March 31, 2027 (“**Profit Forecast Memorandum**”) adopted by the Company’s board of directors and reviewed by the Reporting Accountants in connection with their letters on the Company’s profit forecast and sufficiency of working capital; and (ii) the sections “Summary,” “Business” and “Financial Information” of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular and any forecasts and estimates, if any contained in the CSRC Filings (collectively, the

“**Prospective Financial Information**”) (A) has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the Company or any of its directors and the bases and assumptions stated in each of the Profit Forecast Memorandum, the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the CSRC Filings, and in accordance with the Company’s accounting policies described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are those that the Company believes are significant in forecasting the financial performance of the Company and its Subsidiaries, and (ii) reflect, for each relevant period, a fair and reasonable forecast or estimate, as applicable, by the Company of the events, contingencies and circumstances described therein; there are no other facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum and (C) the Prospective Financial Information represents a fair and reasonable forecast by the Company of the financial performance of the Company.

- 7.5 The unaudited consolidated management accounts of the Company and its Subsidiaries as of December 31, 2025 and for the three months ended December 31, 2025 and other accounting records of the Company (A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries was a party during the three months ended December 31, 2025; (B) contain no inaccuracies or discrepancies of any kind; and (C) present fairly the consolidated financial position of the Company as of December 31, 2025 and the consolidated results of operations of the Company for the three months ended December 31, 2025; and there has been no decrease in the share capital, cash and cash equivalents, equity investment at fair value through profit or loss, trade and bill receivables and prepayments, other receivables and other assets, property, plant and equipment, right-of-use assets, or total current assets and total non-current assets or increases in lease liabilities, deferred income, trade and bills payables, borrowings, bank loans, total current liabilities, total non-current liabilities or net current liabilities of the Company and the Subsidiaries of the Company as of December 31, 2025 as compared to amounts shown in latest consolidated balance sheet of the Company as of September 30, 2025 included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, and no decrease in revenue or gross profit or material increases in operating loss or loss for the period of the Group during the three months ended December 31, 2025 as compared to the corresponding period in the preceding year.
- 7.6 (A) The statements in relation to the adequacy of the working capital of the Company and related disclosure as set forth in the section of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular entitled “Financial Information—Liquidity and Capital Resources” (the “**Working Capital Statement**”), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company; (B) the bases and assumptions used in the preparation of the Working Capital Statement (i) are all those that the Company considers to be significant in making the Working Capital Statement for at least the 12-month period immediately following the Hong Kong Prospectus Date and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Working Capital Statement represents a fair and reasonable forecast by the Company of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Hong Kong Prospectus Date and that in the Directors’ view, taking into account the net proceeds to be received by the Company from the Global Offering, the financial resources available to the Company and the Subsidiaries, including the Company’s consolidated cash and cash equivalents on hand, and available banking facilities, the working capital available to the Company and the Subsidiaries is and will be

adequate for the Company and the Subsidiaries' present requirements and for at least the 12-month period immediately following the Hong Kong Prospectus Date.

- 7.7 The statements set forth in the section entitled “Financial Information—Material Accounting Policies and Estimates” in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular are complete, true and accurate and not misleading and accurately in all material respects and fully describes (A) accounting policies which the Company believes are the most important in the portrayal of the Company's and the Subsidiaries' financial condition and results of operations (the “**Critical Accounting Policies**”); (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; and the Board, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Company's legal advisers and the Reporting Accountants with regard to such selection, application and disclosure.
- 7.8 The sections entitled “Financial Information—Liquidity and Capital Resources” and “Financial Information—Indebtedness” in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular accurately and fairly describe (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur; (B) all indebtedness (actual or contingent) of the Company or the Subsidiaries and its or their related parties; and (C) all off balance sheet transactions, arrangements, and obligations; and none of the Company or any Subsidiary has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company or any Subsidiary, such as structured finance entities and special purpose entities, that are reasonably likely to have a material effect on the liquidity of the Company and the Subsidiaries taken as a whole or the availability thereof or the requirements of the Company and the Subsidiaries taken as a whole for capital resources.
- 7.9 The Board Memorandum of Profit Forecast for the year ending December 31, 2026 and Working Capital Forecast for the periods ending March 31, 2027 (the “**Profit Forecast Memorandum**”) has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering and prepared after due and careful inquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable; and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) the assumptions used in the preparation of the Profit Forecast Memorandum are those the Company believes are significant in making the profit forecast of the Group and reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; there are no other facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum.
- 7.10 The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountants; (B) no information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the

Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading; and (C) no information was withheld from the Reporting Accountants, the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's or the Underwriters for the purposes of their review of the forecasts of profit and earnings/losses per share and the unaudited pro forma adjusted consolidated net tangible assets per Share (and other unaudited pro forma financial statements, information and data, if any) of the Company included in any of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

- 7.11 All historical financial information contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular (other than in the report of the Reporting Accountants set out in Appendix I to the Prospectus) has been either correctly extracted from the report of the Reporting Accountants set out in Appendix I to the Prospectus or is derived from the relevant accounting records of the Company and the Subsidiaries which the Warrantor in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.
- 7.12 The non-IFRS financial measures set forth in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular (A) are true and accurate and not misleading, (B) have been derived from the audited financial statements included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, or is derived from the relevant accounting records of the Company and other members of the Group, (C) have been properly and accurately computed in accordance with the definitions provided therein and such definitions have been made after due, proper and careful consideration of the Directors, (D) are a fair presentation of the information purported to be shown, and (E) all limitations in relation thereto have been fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.
- 7.13 The valuation of Level 3 financial assets and liabilities as included in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular has been prepared after due and careful inquiry by the Warrantor and upon bases and assumptions which are fair and reasonable based on facts, events and circumstances known to the Warrantor.

8 Indebtedness and Material Obligations

- 8.1 (A) None of the Company or any of the Subsidiaries has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any mortgage or charge or any guarantee or other contingent liabilities, save as disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular; (B) no outstanding indebtedness of the Company or any of the Subsidiaries has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the Company or the relevant Subsidiaries; (C) no person to whom any material indebtedness of the Company or any of the Subsidiaries that is repayable on demand is owed has demanded or, to the best of the Warrantor's knowledge, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) no circumstance has arisen such that any person is now

entitled to require payment of any material indebtedness of any of the Company or the Subsidiaries, or under any guarantee of any material liability of any of the Company or the Subsidiaries, by reason of default of any of the Company or the Subsidiaries or any other person or under any guarantee given by any of the Company or the Subsidiaries; (E) none of the Company or any of the Subsidiaries has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent; and (F) all guarantees of indebtedness of the Company and its Subsidiaries are in full force and effect, and there are no outstanding guarantees or contingent payment obligations of the Company or any of the Subsidiaries in respect of indebtedness of any party other than the Company or any of the Subsidiaries.

- 8.2 (A) the amounts borrowed by each of the Company and the Subsidiaries do not exceed any limitation on its borrowing contained in its memorandum and articles of association or other constituent or constitutive documents or its business license (as applicable) or in any debenture or other deed or document binding upon it; (B) none of the Company or any of the Subsidiaries has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of the Company or any of the Subsidiaries, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown in accordance with the terms, and (iii) no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or pledged to the Company or any of the Subsidiaries from or by any Authority in consequence of which the Company or the relevant Subsidiary is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

9 Subsequent Events

- 9.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, none of the Company or any of the Subsidiaries has (A) entered into or assumed or otherwise agreed to be bound by any contract, transaction, commitment or agreement that is material to the Company or the relevant Subsidiaries; (B) incurred, assumed or acquired or otherwise agreed to become subject to any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), that is material to the Company or the relevant Subsidiaries; (C) acquired, sold, transferred or disposed of, or agreed to acquire, sell, transfer or dispose of any business, asset, business unit, or technology that is material to the Company or the relevant Subsidiaries; (D) entered into merger, business consolidation, joint venture, strategic cooperation with any other entity or business that is material to the Company or the relevant Subsidiaries; (E) cancelled, waived, released or discounted in whole or in part any debt or claim; (F) made any sale or transfer of any material tangible or intangible asset, created any mortgage or pledge, or incurred any Encumbrance on any asset or any lease of property, plant or equipment that is material to the Company or the relevant Subsidiaries, other than such Encumbrances created in the ordinary course of business and tax liens with respect to taxes not yet due and statutory right of customers (if any) in inventory and other assets; (G) had any lapse of any Intellectual Property (as defined below) of the Company or any Subsidiary, any license thereof, or any Intellectual Property application by the Company or any Subsidiary; or (H) entered into an agreement or a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (H) above.
- 9.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, (A) none of the Company or any of the Subsidiaries has sustained any material loss or material interference with its business from fire, explosion, flood, earthquake, epidemic, pandemic, outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any

Authority; (B) each of the Company and the Subsidiaries has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature; (C) each of the Company and the Subsidiaries has continued to pay its creditors in the ordinary course of business and on arms' length terms; (D) each of the Company and the Subsidiaries has not encountered any failure by its customers or distributors to settle amounts owed and due to it on a timely basis; and (E) there has been no material changes in the relations of the business of each of the Company and the Subsidiaries with their respective customers, suppliers, licensors or lenders or the financial condition or the position, results of operations, prospects, assets or liabilities of said business or of the Company and the Subsidiaries as a whole as compared with the position, disclosed by the last audited accounts and there has been no damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the said business or the assets or properties of the Company and the Subsidiaries as a whole.

- 9.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, there has not been (A) any Material Adverse Change; (B) any transaction, agreement or arrangement (including any letter of intent or memorandum of understanding) which is material to the Company and the Subsidiaries, taken as a whole; (C) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any of the Company or the Subsidiaries; or (D) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any of the Company or the Subsidiaries.
- 9.4 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, there has been and will be no material adverse change in the issued share capital or increase in non-current borrowings of the Group as of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Company included in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular; and there has been and will be no decreases in revenue or gross profit or material increases in operating loss or loss for the period during the period from the date of the latest audited consolidated income statement of the Company to (i) the date of this Agreement, (ii) the date of the Final Offering Circular (if different from the date hereof) or (iii) each Time of Delivery, as applicable, in each case as compared to the corresponding periods in the preceding financial year.
- 9.5 (A) None of the suppliers and customers of the Company or any of the Subsidiaries has owned any interest in the Company or any of its Subsidiaries; (B) none of the shareholders or directors of any of the Company or the Subsidiaries or any of their respective Associates, either alone or in conjunction with or on behalf of any other person, directly or indirectly interested in more than 5% of the Group's five largest suppliers and customers; (C) none of the Group's suppliers and customers are connected persons of the Group; (D) the Company and the Subsidiaries have not had any litigation, claims or material disagreements with their suppliers and customers which would, or could reasonably be expected to, cause material interference with its business and operations; and (E) save as to the credit periods granted under the relevant business agreements during the ordinary course of business of the Company and the Subsidiaries, none of the Company or any of its Subsidiaries has provided any form of financial assistance to the their suppliers and customers.

10 Assets

- 10.1 (A) Each of the Company and the Subsidiaries has valid title to all real property and assets that it purports to own, in each case free and clear of all Encumbrances and defects; (B) each of the

Company and the Subsidiaries has valid title to all personal assets it purports to own, in each case free and clear of all Encumbrances and defects; (C) except as disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, each lease to which the Company or any Subsidiary is a party has been duly authorized, executed and delivered and is legal, valid, binding, enforceable in accordance with its terms against the other parties thereto; (D) no default (or event which with notice or lapse of time, or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any Subsidiary has occurred and is continuing or is likely to occur under any of such leases; (E) neither the Company nor any Subsidiary is aware of any action, suit, claim, demand, investigation, judgment, award or proceeding of any nature that has been asserted by any person which may be materially adverse to the rights or interests of the Company and/or the Subsidiaries under such lease, tenancy or license or may materially and adversely affect the rights of the Company and/or the Subsidiaries to the continued possession or use of such leased or licensed property or other asset; (F) the right of the Company and/or the Subsidiaries to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; (G) each of the Company and the Subsidiaries has obtained all land-use rights and rights of way in respect of the real properties required to conduct its business and to which it holds title, free and clear of all Encumbrances and defects; (H) save as disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, the use of all properties owned or leased by the Company and/or the Subsidiaries is in accordance with its permitted use under all applicable Laws and the use of any premises occupied by the Company and/or the Subsidiaries is in accordance with the terms provided for in the lease, tenancy, license, concession or agreement of whatsoever nature relating to such occupation; and (I) neither the Company nor any Subsidiary owns, operates, manages or has any other right or interest in any other material real property, personal property, building or asset, as applicable, of any kind except as reflected in the audited consolidated financial statements of the Company included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, and no other real properties, personal property, building or assets are necessary in order for the Company or the Subsidiaries to carry on the businesses of the Company or the Subsidiaries in the manner described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular; (J) neither the Company nor any other member of the Group owns, operates, manages, leases or has any other right or interest in any other real property, land or buildings of any kind which carrying amount is or is above 15% of the consolidated total assets of the Group as set out in the consolidated balance sheet of the Group set out in the Accountant's Report set out in Appendix I to the Prospectus; and (K) no member of the Group has any material existing or contingent liabilities in respect of any properties previously occupied by it or in which it has owned or held any interests.

- 10.2 Each member of the Group has valid title to all inventory used in its business free from any liens, mortgages, charges, Encumbrances or other third party rights (other than any lien or other encumbrance arising by operation of law in the ordinary or usual course of business and without fault on the part of the licensor or encumbrancer). (A) Each of the Company and the Subsidiaries owns free of Encumbrances, or has obtained (or can obtain on reasonable terms) valid licenses for, or other rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the **"Intellectual Property"**) described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular as being owned or licensed or used by them or that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted, and such rights and licenses held by the Company and the Subsidiaries in any Intellectual Property comprises all the rights and licenses that are

necessary or convenient in connection with the business described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular as being currently operated or proposed to be operated by them; (B) each agreement or arrangement pursuant to which the Company or any of the Subsidiaries has obtained licenses for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the Subsidiaries have complied with the terms of each such agreement which is in full force and effect, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (C) there is no claim to the contrary or any challenge by any other person to the rights of the Warrantor or any of the Subsidiaries with respect to the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (D) none of the Warrantor or the Subsidiaries has infringed or is infringing the Intellectual Property of a third party, and none of the Warrantor or the Subsidiaries has received notice or claim by a third party to the contrary; (E) there are no third parties who have, or to the best of the Warrantor's knowledge after due and careful inquiry, will be able to establish, rights to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which are licensed to the Company and/or any of the Subsidiaries; (F) there is no infringement or unauthorized use by third parties of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (G) there is no pending, or to the best of the Warrantor's knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others challenging the rights of the Company or any of the Subsidiaries in or to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (H) there is no pending, or to the best of the Warrantor's knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries and there are, to the best of the Warrantor's knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (I) there is no pending, or threatened action, suit, proceeding or claim by others that the Company or any Subsidiary infringes or otherwise violates, or would, upon the commercialization of any product or service described in any of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, if any, as under development, infringe or violate, any Intellectual Property of others, and there are, to the best of the Warrantor's knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (J) there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or that challenges the validity, enforceability or scope of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (K) there is no prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in the jurisdictions in which the Company or any of the Subsidiaries operates having jurisdiction over intellectual property matters; and (L) the proposed new product or service described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, if any, as under development by the Company or any Subsidiary fall within the scope of the claims of one or more patents owned by, or exclusively licensed to, the Company or any Subsidiary.

- 10.3 The statements as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Appendix VI – Statutory and General Information – B. Further Information about our Business – 2. Our Intellectual Property Rights" in relation to the

Company's material intellectual property rights are true, accurate and complete in all material respects and not misleading.

- 10.4 (A) The information technology assets and equipment, computers, computer systems, communications systems, networks, software, hardware, websites, applications and database (collectively "**Information Technology**") owned, used, licensed by or to the Company and the Subsidiaries comprise all the information technology systems and related rights reasonably necessary to conduct, or material to, the operation of the business of the Company and the Subsidiaries; (B) the Information Technology are adequate for, and operate and perform as required in connection with, the operation of the business of the Company and the Subsidiaries, taken as a whole, as currently conducted; (C) all Information Technology which is reasonably necessary for the business of the Company and the Subsidiaries is either legally and beneficially owned by the Company or the Subsidiaries or lawfully used under valid licenses granted by the registered proprietor(s) or beneficial owner(s) thereof or may be obtained or licensed under reasonable commercial terms; (D) each agreement pursuant to which the Company or each Subsidiary has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms; the Company and the Subsidiaries have complied with the terms of each such agreement, and each such agreement is in full force and effect; and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement; and none of the Company or any Subsidiary has given or received any notice to or from any party to terminate any such agreement; (E) all material records and systems (including but not limited to the Information Technology) and all material data and information of the Company and the Subsidiaries are maintained and operated by the Company and the Subsidiaries and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the Subsidiaries; (F) in the event that the persons providing maintenance or support services for the Company and the Subsidiaries with respect to the Information Technology cease or are unable to provide such services, the Company and the Subsidiaries have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (G) there are no material defects relating to the Information Technology; (H) each of the Company and the Subsidiaries has in place procedures to prevent unauthorized access and the introduction of viruses to the Information Technology and to enable the taking and storing of back-up copies of the software and data; and (I) each of the Company and the Subsidiaries has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the relevant Group Company.
- 10.5 There are no material bugs or viruses, logic bombs, or other contaminants (including without limitation, "worm" or "Trojan horses") in or failures or breakdowns of any material computer hardware or software or any other material Information Technology equipment used in connection with the business of the Company or any of the Subsidiaries which is necessary for the business of the Company or the relevant Subsidiaries.
- 10.6 The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same.

- 10.7 The Group has adopted and implemented effective intellectual property protection measures and procedures.

11 Compliance with Employment and Labor Laws

- 11.1 None of the Company and the Subsidiaries has any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; all housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of the present or past employees of each of the Company and the Subsidiaries arising from their employment with the Company or such Subsidiary are fully provided for by way of an adequately funded pension scheme established for and on behalf of the Company or such Subsidiary that is or was the employer of such person or established by the Company or such Subsidiary in the name of the relevant present or past employees; none of the Company and the Subsidiaries has any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; there are no material amounts owing or promised to any present or former directors, employees or consultants of the Company or any Subsidiary other than remuneration accrued, due or for reimbursement of business expenses; no director or senior management or key employee of the Company or any Subsidiary has given or been given notice terminating their contracts of employment; there is no proposal to terminate the employment or consultancy of any director, senior management, key employee or consultant of the Company or any Subsidiary or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); none of the Company and the Subsidiaries has any material undischarged liability to pay to any Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, senior management, key employees or consultants; no liability has been incurred by the Company or any Subsidiary for breach of any director's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of the Company or any Subsidiary; none of the Company and the Subsidiaries has any redundancy plans with respect to its employees which are to be implemented in the three years following the date hereof; where the Company or any Subsidiary participates in, or has participated in, or is liable to contribute to any such scheme, the Company or such Subsidiary has complied with the requirements to make contributions to such schemes in accordance with the terms thereof; and neither the Company nor any Subsidiary has any financial obligation to any Authority or any social security fund or other fund maintained by any Authority in connection with the Global Offering.
- 11.2 All contracts of service, contracts for services and consultancy agreements in relation to the employment of the directors, consultants and employees of the Company and/or the Subsidiaries are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the Company or the relevant Subsidiaries and the subsisting contracts of service, contracts for services and consultancy agreements to which the Company and/or the Subsidiaries is a party are legal, valid, binding and enforceable and are determinable at any time on reasonable notice without compensation (except for statutory compensation or as provided in the articles of association of the Company) and there are no claims pending or threatened or capable of arising against the Company or the Subsidiaries, brought by any director, senior manager, consultant, employee or third party, in respect of any accident or injury not fully covered by insurance; each of the Company and/or the Subsidiaries has, in relation to its respective directors, employees or consultants (and so far as relevant, to each of its respective former directors, employees or consultants), complied in all respects with all terms and

conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of services, employment or consultancy.

- 11.3 Save as disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, none of the Directors has a service contract with any of the Company or its Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.
- 11.4 No material labor dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary exists, is imminent or threatened; and the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of its or any Subsidiary's principal suppliers, contractors or customers; and there has been no violation of any applicable labor and employment Laws by any of the Company or its Subsidiaries, or to the best of the Warrantor's knowledge after due and careful inquiry, by any of the principal suppliers or contractors of any of the Company or its Subsidiaries.

12 Compliance with Environmental Laws

- 12.1 The Company and the Subsidiaries and their respective properties, assets, facilities and operations comply with, and each of the Company and the Subsidiaries holds, and are in compliance with, all Governmental Authorizations required or advisable under, Environmental Laws (as defined below) in all material respects; there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company or any Subsidiary under, or to interfere with or prevent compliance by the Company or any Subsidiary with, Environmental Laws; and none of the Company and the Subsidiaries (A) is the subject of any investigation; (B) has received any notice or claim; (C) is a party to or affected by any pending or threatened action, suit or proceeding; (D) is bound by any judgment, decree or order, or (E) has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below); in the ordinary course of its business, the Company and its Subsidiary conduct periodic reviews of the effect of Environmental Laws on their respective businesses, operations, properties and assets, in the course of which they identify and evaluate associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any Governmental Authorizations required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such reviews, the Company has concluded that such associated costs and liabilities, individually or in the aggregate, would not, or could not reasonably be expected to, result in a Material Adverse Effect; as used herein, "**Environmental Law**" means any Law relating to health, safety, the environment (including, without limitation, the protection, clean-up and restoration thereof and timely and proper completion of all relevant environmental protection acceptance procedures and receipt and renewal of all relevant pollutants emission permits), natural resources or Hazardous Materials (as defined below), including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and "**Hazardous Materials**" means any material (including pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law.

13 Cybersecurity and Data Protection

- 13.1 (A) Each of the Company and the Subsidiaries has complied with all applicable Laws, guidelines, policies and industry standards (whether having the force of law or otherwise) concerning cybersecurity, data protection, the privacy and security of Information Technology and Personal Data and confidentiality and archive administration (collectively, the "**Data Protection Laws**"); (B) neither the Company nor any of the Subsidiaries is, or is expected to be classified as, a "critical information infrastructure operator" under the Cybersecurity Law of

the PRC; (C) neither the Company nor any of the Subsidiaries is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of China (“CAC”), the CSRC, or any other relevant Authority; (D) neither the Company nor any of the Subsidiaries has received any notice (including, without limitation, any enforcement notice, de-registration notice, cybersecurity review or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; (E) neither the Company nor any of the Subsidiaries has received any claim for compensation from any person in respect of its business under Data Protection Laws or industry standard in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against the Company or any of the Subsidiaries in respect of the rectification or erasure of data; (F) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees, affiliates or agents) to enter any of the premises of the Company or any of the Subsidiaries for the purposes of, inter alia, searching them or seizing any documents or other material found there; (G) neither the Company nor any of the Subsidiaries has received any communication, inquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on the Company or any of the Subsidiaries or any of their respective directors, officers and employees; (I) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any of the Subsidiaries or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (J) neither the Company nor any of the Subsidiaries has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority.

14 Insurance

- 14.1 Each of the Company and the Subsidiaries is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the markets and businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company or any Subsidiary, or their respective businesses, assets and employees are in full force and effect; none of the insurance policies or instruments in respect of the assets of the Company and/or the Subsidiaries is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of normal life; the Company and the Subsidiaries are in compliance with the terms of such policies and instruments; there are no claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; none of the Company and the Subsidiaries has been refused any material insurance coverage sought or applied for; and none of the Company and the Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business as currently conducted or as proposed to be conducted on commercially reasonable terms.
- 14.2 The description of the insurance coverage of the Company and the Subsidiaries contained in the Hong Kong Public Offering Documents, the Application Proof, PHIP and the Preliminary Offering Circular is true, accurate and not misleading.

15 Internal Controls

- 15.1 Each of the Company and the Subsidiaries has established and maintains procedures which provide a reasonable basis for the directors to make proper assessments as to the financial position and prospects of the Company and the Subsidiaries, and each of the Company and the Subsidiaries maintains and evaluates a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in conformity with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements, and maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences; (E) each of the Company and the Subsidiaries has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of the Company's consolidated financial statements and notes thereto in accordance with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements; (F) the Directors are able to make a proper assessment of the financial position, results of operations and prospects of the Group, taken as a whole; (G) such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; and the Company's current management information and financial reporting accounting control system has been in operation during the Track Record Period and up to the date of this Agreement, during which none of the Company and the Subsidiaries has experienced any material difficulties with regard to (A) through (G) above or with regard to ascertaining at any point in time the differences in real time between budgeted and actual expenses.
- 15.2 The Company's internal control over financial reporting is effective, and there are no material weaknesses or deficiencies in the Company's and the Subsidiaries' internal control over accounting and financial reporting and no changes in the Company's and the Subsidiaries' internal control over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the Company's and the Subsidiaries' internal control over accounting and financial reporting.
- 15.3 The Company has established and maintains corporate governance practices in accordance with the Code Provisions in the Corporate Governance Code as set forth in Appendix C1 to the Listing Rules; each of the Company and the Subsidiaries has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) information relating to the Company or any of the Subsidiaries is made known in a timely manner to the Board and management by others within those entities; and (B) the Company and the Board and management comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the SFO, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Companies Ordinance and any other applicable Laws, including the requirements of the Listing Rules on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term "disclosure and corporate governance controls and procedures" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed,

summarized and reported, in a timely manner and in any event within the time period required by applicable Law).

15.4 None of the deficiencies and issues identified in the internal control report prepared by the Internal Control Consultant would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of the Company or any other members of the Group to comply with any applicable Laws. Any issues or deficiencies identified and as disclosed in such internal control report have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.

15.5 The statutory books, books of account and other records of the Company and the Subsidiaries are in the proper possession, up-to-date and contain complete and accurate records required by Laws to be dealt with in such books, and no notice or allegation that any is incorrect or should be rectified has been received; all accounts, documents and returns required by Laws to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other Authority have been duly and correctly delivered or made.

16 Compliance with Bribery, Anti-Money Laundering, Sanctions and Export Control Laws/U.S. Outbound Investment Security Program

16.1 (A) None of the Warrantor, the Subsidiaries, their respective directors, supervisors (if any), officers, representatives, agents, employees and affiliates, or any other person associated with or acting on behalf of the Warrantor, the Subsidiaries, their respective affiliates, or any of such affiliate's respective directors, supervisors, officers, representatives, agents and employees or other person associated with or acting on behalf of such affiliates (collectively, the "**Group Relevant Persons**"), is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations (as defined below); (B) none of the Group Relevant Persons (x) is located, organized or resident in a country or territory that is targeted by or subject to any Sanctions Laws and Regulations (including the so-called Donetsk People's Republic, the so-called Luhansk People's Republic of Ukraine, Kherson, Zaporizhzhya and the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria), (y) undertakes any transactions, or has any connections, with any country or territory, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or territories or is performing contracts in support of projects in or for the benefit of those countries or territories, (z) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Warrantor and the Subsidiaries are in compliance with all export control and import laws and regulations in the U.S., China and other countries, including the U.S. Export Administration Regulations (the "**EAR**"), the U.S. Customs regulations, and various economic sanctions regulations administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (the "**OFAC**"); (D) all items of the Warrantor and the Subsidiaries are not subject to the EAR as defined at 15 CFR §734.2, and therefore can be provided to individuals and entities included on the U.S. Commerce Department's Bureau of Industry and Security's ("**BIS**") restricted party lists including the Denied Persons List and Entity List without violating the EAR; (E) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement or the International Underwriting Agreement, the consummation of any other transaction contemplated hereby and thereby, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Company or the Subsidiaries will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or

otherwise) of any of the Sanctions Laws and Regulations; (F) the Warrantor and the Subsidiaries covenant not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); and (G) for the past 10 years, the Group Relevant Persons have not engaged in, are not now engaged in, and will not engage in, any dealings or transactions directly or indirectly with any Person, or in or for the benefit of any country or territory, that at the time of the dealing or transaction is or was the target of a Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations; as used herein, “**Sanctions Laws and Regulations**” means (i) U.S. sanctions related to or administered or enforced by the U.S. government, including but not limited to the OFAC, the BIS or the U.S. Department of State, including, without limitation, designation on the Specially Designated National or Blocked Person (“**SDN**”) List, the Chinese Military Industrial Complex Companies (“**CMIC**”) List, the Entity List or the Military End User List, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), His Majesty’s Treasury of the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Monetary Authority of Singapore, the Hong Kong Monetary Authority, or other relevant sanctions authorities or other relevant sanctions or export control authority of any Authority.

- 16.2 None of the Group Relevant Persons is aware of or has, directly or indirectly, made or authorized (A) the usage of any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (B) the payment of any money or the giving of anything of value, or an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any official, employee, agent, representative or any other person acting in an official capacity for any Government Entity (as defined below), including personnel of hospitals (public and private) and local governments, to any political party or official thereof or to any candidate for public office, any member of a royal or ruling family, or immediate family members and close associates of all parties mentioned above (each a “**Government Official**”) or to any person under circumstances where a Group Relevant Person knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of the United States, Hong Kong, the PRC or any other jurisdiction (including without limitation to improperly influence official action by that person for the benefit of Group Relevant Persons or their subsidiaries or affiliates, or to otherwise secure any improper advantage); or (C) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of the Warrantor or any Subsidiary; without prejudice to the foregoing, none of the Group Relevant Persons has violated or is in violation of Anti-Corruption Laws (as used here, “**Anti-Corruption Laws**” means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010, the relevant provisions of the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Provisional Regulations on Anti-Commercial Bribery, the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), any legislation implementing the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and any other applicable anti-bribery or anti-corruption laws, rules or regulations); and the Warrantor and the Subsidiaries have conducted their businesses in compliance with Anti-Corruption Laws and have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with such laws and with the representations and

warranties contained herein; as used herein, “**Government Entity**” means any government or any department, or administrative or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, tribunal or arbitrator, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, a judicial body or a public international organization, a body that exercises regulatory authority over any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties.

- 16.3 None of the Group Relevant Persons or the respective directors, supervisors (if any), officers, agents, employees or affiliates or any other person acting for or on behalf of the foregoing is aware of or has, directly or indirectly, received or authorized the receipt of the payment of any money or the gift of anything of value from any supplier of raw materials, equipment or services, where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company or the Subsidiaries to procure or increase the procurement of raw materials, equipment or services; or (B) prohibited under any applicable Law of the United States, Hong Kong, the PRC or any other jurisdiction; and each of the Company and the Subsidiaries maintains and has implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are designed to detect and prevent any such receipt of payment or gift of anything of value.
- 16.4 The operations and conducts (as applicable) of the Warrantor and the Subsidiaries are, and at all times have been, conducted in compliance with applicable financial recordkeeping and reporting requirements, including those of the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable provisions of the USA PATRIOT Act of 2001, including all amendments thereto and regulations promulgated thereunder, the Money Laundering Control Act of 1986, any other United States anti-money laundering laws, and any applicable Laws relating to money laundering in all jurisdictions, including Hong Kong, the PRC and the United States, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the “**Anti-Money Laundering Laws**”) and Export Controls (as used here, “Export Controls” means all export control laws and regulations administered or enforced by (a) the United States Government (including by the U.S. Department of Commerce or the U.S. Department of State), including the Arms Export Control Act (22 U.S.C. § 1778), the Export Control Reform Act of 2018 (50 U.S.C. §§ 4801-4861), the International Traffic in Arms Regulations (22 C.F.R. Parts 120–130), and the Export Administration Regulations (15 C.F.R. Parts 730-774), and (b) any other relevant governmental authority, including (to the extent applicable) EU Regulation 2021/821 (as amended), the Export Control Order 2008, or any other applicable export control legislation or regulation), and the Group Relevant Persons has instituted and maintains policies and procedures which are designed to ensure continued compliance with the Anti-Corruption Laws, the Anti-Money Laundering Laws, Export Controls, Sanctions Laws and Regulations and with the representations and warranties contained herein. And there is no action, suit, proceeding, investigation or inquiry by or before any Authority involving the Warrantor or the Subsidiaries or their respective businesses with respect to the Anti-Corruption Laws, the Anti-Money Laundering Laws, Export Controls or Sanctions Laws and Regulations is pending or threatened.
- 16.5 The Company will use the proceeds from the Global Offering exclusively in the manner set forth in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular in the section headed “Future Plans and Use of Proceeds” or in such other manners in compliance with applicable Laws, including the applicable Listing Rules and the requirements of the Stock Exchange. Without limiting the foregoing, the Group Relevant Persons will not, directly or indirectly, use the proceeds from the Global Offering or lend, contribute or otherwise make available such proceeds to any person, (i) to fund or facilitate any activities of or business with any person or in any country or territory that, at the time of

such funding or facilitation, is or whose government is targeted by or subject to any Sanctions Laws and Regulations or Export Controls, (ii) to fund or facilitate any money laundering or terrorist financing activities or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of any Anti-Corruption Laws, Anti-Money Laundering Laws, Export Controls or Sanctions Laws and Regulations.

- 16.6 (A) The Company is a “covered foreign person” as such term is defined in 31 C.F.R. § 850.209 of the final rule implementing Executive Order 14105 – “Addressing United States Investments in Certain National Security Technologies and Products in Countries of Concern” (the “**U.S. Outbound Investment Rule**”) and that a transaction contemplated by the Global Offering is a “notifiable transaction” as defined at 31 C.F.R. § 850.217 of the U.S. Outbound Investment Rule for any U.S. person (as defined under 31 C.F.R. §850.229) that acquires an interest in the Shares through the Global offering; (B) neither the Company nor any of its subsidiaries currently engage, or have plans to engage, directly or indirectly, in (i) a “covered activity,” as such term is defined in 31 C.F.R. § 850.208 of the U.S. Outbound Investment Rule which would cause any of the transactions contemplated by the Global Offering to be a “prohibited transaction” as defined in 31 C.F.R. § 850.224 of the U.S. Outbound Investment Rule (the “**Prohibited Transaction**”), or (ii) any other activity that would cause the engagement with the Company by the Sole Sponsors, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters in connection with the Global Offering to constitute a Prohibited Transaction, regardless of whether any of the Sole Sponsors, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters is considered a U.S. Person under the U.S. Outbound Investment Rule; (C) the Company covenants that it will not use the proceeds from the Global Offering to engage in or fund any entity that will use such funds to engage in any “covered activity” (as defined in 31 C.F.R. §850.208) by reference to 31 C.F. R. §850.224; and (D) directly or indirectly, hold a board seat on, have a voting or equity interest in, or have any contractual power to direct or cause the direction of the management or policies of any person or persons that engages or plans to engage in any covered activity.

17 Experts

- 17.1 Each of the experts named in the section headed “Appendix VI—Statutory and General Information—E. Other Information—5. Qualification and Consent of Experts” of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest and has granted and not withdrawn its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular and has not withdrawn its consent.
- 17.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, and any other consultants and any counsel for the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of such opinions, reports, letters or certificates; and (B) no information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, any counsel for the Company or the Sole Sponsor, any other professional advisers, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Underwriters, as applicable, for the purposes of their respective preparation of any report,

opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular) in connection with the Global Offering and the listing of the H Shares on the Stock Exchange, and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other information or documents which have not been provided the result of which would make the information or documents so received misleading.

- 17.3 (A) the assumptions made by the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and any other consultants and any counsel for the Company in their respective reports, opinions, letters or certificates (the “**Relevant Reports**”) are considered by the Warrantor to be reasonable and appropriate; (B) the market positioning of the Company contained in the research report of the Industry Consultant dated the Hong Kong Prospectus Date, commissioned by the Company in connection with the Global Offering is considered by the Warrantor to be accurately represented, reasonable and not misleading; (C) the report prepared by the Industry Consultant was prepared at the Company’s request based on a contractual arrangement which the Company negotiated on an arms’ length basis; (D) no facts have come to the attention of the Warrantor or any of its respective directors, supervisors or officers that have caused them to believe that the Relevant Reports, as of their respective dates and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact or assumption necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (E) none of the Warrantor and the Directors disagrees with any aspects of the Relevant Reports, and the opinions attributed to the Directors in each such Relevant Reports are held in good faith based upon facts within their knowledge.

18 Provision of Information

- 18.1 The Warrantor, its agents and representatives (other than the Hong Kong Underwriters in their capacity as such) (A) have not, without the prior written consent of the Sole Sponsor, the Overall Coordinators and the Joint Global Coordinators, prepared, made, used, authorized, approved or referred to any Supplemental Offering Material; and (B) will not, without the prior written consent of the Sole Sponsor, the Overall Coordinators and the Joint Global Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Material.
- 18.2 None of the Warrantor, the Subsidiaries, or any of their respective directors, officers, employees, affiliates, advisors or agents, has provided (whether directly or indirectly, formally or informally, in writing or verbally) to any research analyst any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any Subsidiary that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Offering Circular.

19 Material Contracts and Connected Transactions

- 19.1 (A) All material contracts to which the Company or any Subsidiary is a party that are required to be disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular or filed therewith or with the Registrar of Companies in Hong Kong (collectively, the “**Material Contracts**”) have been so disclosed or filed, in their entirety, without omission or redaction; none of the Material Contracts will, without the written consent of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters, be entered into or terminated, nor will the terms of any Material Contracts be changed, prior to or on the Listing Date; and none of the Company, the Subsidiaries nor any other party to a Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract, and no such termination or non-renewal has been threatened by the Company, any Subsidiary or, to the Company’s best knowledge after due and careful inquiry, any other party to such Material Contract; (B) neither the Company nor any Subsidiary has been informed by any counterparties to its Material Contracts that the Company or such Subsidiary is in breach of any terms thereof; (C) each of the contracts listed

as being material contracts in the section of the Prospectus, the Preliminary Offering Circular and the PHIP headed “Appendix VI—Statutory and General Information—B. Further Information About Our Business—1. Summary of Material Contract” has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

- 19.2 None of the Company or any of the Subsidiaries has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any of the Subsidiaries (as applicable) on six months' notice or less).
- 19.3 The Company does not have any reason to believe that any material supplier, distributor or customer of the Company or any of the Subsidiaries is considering ceasing to deal with the Company and/or any of the Subsidiaries (as applicable) or reducing the extent or value of its dealings with the Company or the relevant Subsidiaries.
- 19.4 None of the Company or any of the Subsidiaries is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction, except where such agreement or arrangement would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.
- 19.5 None of the Company or the Subsidiaries is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.
- 19.6 None of the Company, the Subsidiaries or their respective affiliates is a party to any agreement, arrangement or concerted practice or is carrying on any practice that in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any Subsidiary has property or assets or carries on business or in respect of which any Governmental Authorization is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).
- 19.7 There will be no connected transactions (as defined under the Listing Rules) between the Company or any of the Subsidiaries and a connected person (as defined under the Listing Rules) subsisting immediately upon completion of the Global Offering and there are no relationships or transactions not in the ordinary course of business between the Company or any of the Subsidiaries and their respective customers, distributors, suppliers or business partners.
- 19.8 No indebtedness (actual or contingent) and no contract or arrangement (other than employment contracts with current directors or officers of the Company or of any other member of the Group) is or will be outstanding between the Company or any of the Subsidiaries, on the one hand, and any substantial shareholder or any current or former director, supervisor (if any) or officer of the Company or the Subsidiaries or any of their respective spouses, children or other relatives or any corporate, trust or entity in which any of them has a controlling interest, on the other hand.
- 19.9 The Directors collectively have the experience, qualifications, competence and integrity to manage the Company's business and comply with the Listing Rules, and individually have the experience, qualifications, competence and integrity to perform their individual roles, including an understanding of the nature of their obligations and those of the Company as a company listed on the Main Board of the Stock Exchange under the Listing Rules and other legal or regulatory requirements relevant to their roles;
- 19.10 None of the Controlling Shareholders, the directors, supervisors (if any) or officers of the Company or any of the Subsidiaries, or any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person, (A)

is interested in any business that is similar to or competes or is likely to compete, directly or indirectly, with the business of the Company or any Subsidiary; (B) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to the Company or any Subsidiary; or (C) is or will be interested in any agreement or arrangement with the Company or any Subsidiary which is subsisting and which is material in relation to the business of the Company or such Subsidiary.

- 19.11 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney, Director's certificate, personal details form for directors and confirmation letter, in each case to the extent applicable, issued by her/him to the Company and the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators and/or the Joint Global Coordinators, and such authority and confirmations remain in full force and effect.

20 Historical Changes

- 20.1 The descriptions of the events, transactions and documents (the “**Historical Changes Documents**”) relating to the transfers and changes in the share capital of the Company (the “**Historical Changes**”) and the corporate structure charts as set forth in the sections of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular headed, respectively, “History and Corporate Structure” and “Appendix VI—Statutory and General Information” are complete, true and accurate in all material respects and not misleading.
- 20.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 20.3 The events and transactions relating to the Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any of the Subsidiaries that contravenes (A) the memorandum articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any of the Subsidiaries; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which the Company or any of the Subsidiaries is bound or any of their respective properties or assets may be bound or affected; (C) any Laws applicable to the Company or any of the Subsidiaries or any of their respective properties or assets; or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company and/or the Subsidiaries.
- 20.4 Neither the events and transactions relating to the Historical Changes nor the execution, delivery and performance of any of the Historical Changes Documents (A) resulted in the creation or imposition of any pledge, charge, lien, mortgage, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights similar to the foregoing upon any property or assets of the Company or any of the Subsidiaries; or (B) has rendered the Company or any of the Subsidiaries liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the Accountant's Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

- 20.5 All Governmental Authorizations required or advisable in connection with the events and transactions relating to the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; all such Governmental Authorizations are valid and in full force and effect and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular; and neither the Company nor any of the Subsidiaries is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any Governmental Authorizations and there are no facts or circumstances which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Governmental Authorizations, or any requirements for additional Governmental Authorizations which could prevent, restrict or hinder the operations of any member of the Group or cause any member of the Group to incur additional expenditures; and no Authority, in its inspection, examination or audit of any member of the Group has reported findings or imposed penalties that have resulted or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.
- 20.6 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other documents or agreements, written or oral, relating to the Company, any of the Subsidiaries and/or the Controlling Shareholders (where applicable) in connection with the events and transactions relating to the Historical Changes which have not been previously provided, or made available, to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.
- 20.7 There are no actions, suits, proceedings, investigations or inquiries pending, to the best of the Warrantor's knowledge after due and careful inquiry, or threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness, validity or compliance with Laws of the events, transactions and documents relating to the Historical Changes as set forth in the sections of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular headed "History and Corporate Structure" and "Appendix VI—Statutory and General Information."

21 Taxation

- 21.1 All returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required to have been filed by or in respect of the Company or the Subsidiaries for Taxation purposes have been duly filed; and all such returns, reports and filings are up to date and complete, true and accurate and are not the subject of any dispute with the relevant tax or other appropriate authorities and there are no circumstances giving rise to any such dispute; all Taxes required to be paid by each of the Company and the Subsidiaries have been duly paid in full (and all amounts required to be withheld from amounts owing to any employee, creditor, or third party have been withheld in full) other than those currently payable without penalty or interest, in which case adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); the provisions included in the audited financial statements as set out in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular included appropriate and adequate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting

reference date to which such audited accounts relate and for which the Company or any Subsidiary was then or might reasonably be expected thereafter to become or have become liable; none of the Company and the Subsidiaries has received written notice of any audit or Tax deficiency that has been asserted against the Company or any Subsidiary that would be reasonably anticipated to give rise to a liability in excess of any reserves established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); there are no liens for Taxes on the assets of the Company or the Subsidiaries other than liens for Taxes (A) currently payable without penalty or interest; or (B) being contested in good faith by appropriate proceedings and for which, in the case of both clauses (A) and (B), adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS and reflected on the audited consolidated financial statements (and any notes thereto).

- 21.2 All local and national governmental Tax waivers and other local and national PRC Tax relief, concession and preferential treatment granted to the Company or the Subsidiaries are valid, binding and enforceable and do not violate any provision of any Law or statute or any order, rule or regulation of any Authority.
- 21.3 Except as disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company, any Subsidiary or any Underwriters to Hong Kong, the PRC or the U.S. (as the case may be) or any political subdivision or any taxing or other Authority thereof or therein in connection with (A) the creation, allotment and issuance of the Offer Shares; (B) the offer, sale and delivery by the Company of the Offer Shares to or for the respective accounts of the International Underwriters and the Hong Kong Underwriters, as the case may be, in the manner contemplated in this Agreement and in the International Underwriting Agreement, (C) the execution and delivery of this Agreement and the International Underwriting Agreement, (D) the offer, sale and delivery within and outside Hong Kong by the International Underwriters or within Hong Kong by the Hong Kong Underwriters of the Offer Shares to the initial placees thereof in the manner contemplated in the Hong Kong Public Offering Documents, the Application Proof, the PHIP or the Preliminary Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited.
- 21.4 Neither the Company nor any of the Subsidiaries has been or is currently the subject of an inquiry into transfer pricing by any Taxation or other Authority and no Taxation Authority has indicated any intention to commence any such inquiry and there are no circumstances likely to give rise to any such inquiry.
- 21.5 Under existing Hong Kong Laws, holders of the Offer Shares are not subject to withholding tax, income tax or any other taxes or duties imposed by any court or Authority of Hong Kong in respect of (i) any payments, dividends or other distributions made on the Offer Shares or (ii) gains made on sales of the Offer Shares between non-residents of Hong Kong consummated outside Hong Kong.

22 Dividends

- 22.1 Except as disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, dividends and other distributions declared and payable on the Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong, the PRC, the United States or any taxing or other Authority thereof or therein, and may be so paid and transferred out of Hong Kong without the necessity of obtaining any Governmental Authorization in any of such jurisdictions.

- 22.2 No Subsidiary is prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares, capital stock or other equity interests of or in such Subsidiary, from repaying to the Company any loans or advances to such Subsidiary from the Company, or from transferring any of the properties or assets of such Subsidiary to the Company or to any other Subsidiary; except as disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, such dividends and other distributions are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by any taxing or other Authority, and may be so paid without the necessity of obtaining any Governmental Authorization in any jurisdiction.

23 Litigation and Other Proceedings

- 23.1 There are (A) no legal, arbitral or governmental actions, proceedings, investigations or inquiries pending or threatened or contemplated by or before any Authority pending or, to the Warrantor's knowledge, threatened or contemplated, to which the Company or any of the Subsidiaries, or any of their respective directors, supervisors (if any), officers, employees or affiliates, is or may be a party or to which any properties, assets, products or services of the Company or any Subsidiary, or any of their respective directors, supervisors (if any) or officers, is or may be subject, and there are no circumstances likely to give rise to any such actions, suits, proceedings, investigations or inquiries; (B) no Laws that have been enacted, adopted or issued or proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which, in any of clause (A), (B) or (C), would or could reasonably be expected to, individually or in the aggregate, adversely affect the power or ability of the Warrantor to perform its obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents, the Application Proof, the PHIP or the Preliminary Offering Circular and are not so described; none of the Company or any of the Subsidiaries which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties. Without prejudice to the generality of the foregoing, none of the PRC State Council, the PRC National Audit Office, the PRC State-owned Assets Supervision and Administration Commission, the PRC Ministry of Commerce, the PRC National Development and Reform Commission, the China Securities Regulatory Commission, the PRC State Administration for Market Regulation, the PRC State Administration of Taxation, the General Administration of Quality Supervision, Inspection and Quarantine of the PRC, the PRC Ministry of Public Security, the PRC Ministry of Industry and Information Technology or the PRC Ministry of Human Resources and Social Security or their respective local counterparts and other competent government authorities in the jurisdictions where any member of the Group operates, has, in its review and examination of the Company or any other member of the Group, raised or identified any material issues regarding the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, revenues, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Warrantor or any of the other members of the Group, taken as a whole, or materially and adversely affect the power or ability of the Warrantor to perform its obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents, the Application Proof, the PHIP or the Preliminary Offering Circular and are not so described.
- 23.2 None of the Warrantor and the Subsidiaries or any person acting on behalf of any of them has taken any action nor have any steps been taken or legal, legislative or administrative proceedings

been started, threatened or contemplated or judgment been rendered (A) to wind up, make bankrupt, dissolve, deregister, liquidate, make dormant, declare insolvent or eliminate the Company or any Subsidiary; or (B) to withdraw, revoke or cancel any approval to conduct business or any operation of the Company or any Subsidiary.

24 Market Conduct

- 24.1 None of the Warrantor or the Subsidiaries, or their affiliates, or any of their respective directors, supervisors (if any), officers, agents or employees, or any person acting on behalf of any of them, has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the H Shares and any associated securities; (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the SFC, the Stock Exchange or any other Authority including those in relation to bookbuilding and placing activities.
- 24.2 None of the Warrantor or the Subsidiaries, or their affiliates, or any of their respective directors, supervisors (if any), officers, agents or employees, or any person acting on behalf of any of them (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company or any Subsidiaries to facilitate the sale or resale of any security of the Company or any Subsidiary or otherwise; (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, the market misconduct provisions of Parts XIII and XIV of the SFO, or the rules, regulations and requirements of the CSRC; (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the SFO or otherwise; (D) either alone or with one or more other persons, bid for or purchased, for any account in which it or any of its affiliates had a beneficial interest, any Offer Shares or attempted to induce any person to purchase any Offer Shares.
- 24.3 None of the Warrantor or any of the Subsidiaries, nor any of their respective directors, officers, supervisors (if any), employees, affiliates or agents has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents, the Application Proof, the PHIP or the Preliminary Offering Circular. None of the Company or any of the Subsidiaries nor any of their respective directors, officers, affiliates, agents or employees is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

25 Immunity

- 25.1 Under the Laws of PRC, Hong Kong and the United States, none of the Warrantor, the Subsidiaries, nor any of their respective properties, assets or revenues, is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of a judgment, arbitral award or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Warrantor in Clause 15 hereof not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the International Underwriting

Agreement or the transactions contemplated hereby and thereby is legal, valid and binding under the Laws of Hong Kong, the PRC and the United States.

26 Choice of Law and Dispute Resolution

- 26.1 The choice of law provisions set forth in this Agreement and the International Underwriting Agreement will be recognized and given effect to by the courts of Hong Kong, the PRC and the United States; the Warrantor can sue and be sued in its own name under the Laws of Hong Kong, the PRC and the United States; the agreement of the Company to resolve any dispute by arbitration at the HKIAC, the agreement to treat any decision and award of the HKIAC as final and binding on the parties to this Agreement, the irrevocable submission by the Warrantor to the jurisdiction of any court of competent jurisdiction, the waiver by the Warrantor of any objection to the venue of a proceeding in any court of competent jurisdiction, the waiver and agreement not to plead an inconvenient forum, the waiver of sovereign and other immunity and the agreement that this Agreement and the International Underwriting Agreement shall be governed by and construed in accordance with the Laws of Hong Kong, are legal, valid and binding under the Laws of Hong Kong, the PRC and the United States and will be respected by the courts of Hong Kong, the PRC and the United States; service of process effected in the manner set forth in this Agreement and the International Underwriting Agreement will be effective, insofar as the Laws of Hong Kong, the PRC and the United States are concerned, to confer valid personal jurisdiction over the Warrantor; the agreement that each party to this Agreement shall defer any dispute to arbitration, and the agreement that the arbitration agreement under this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the PRC, Hong Kong and the United States, and will be respected by the PRC, Hong Kong and the United States; and any award obtained in the HKIAC and any judgment obtained in a court of competent jurisdiction arising out of or in relation to the obligations of the Warrantor under this Agreement and the International Underwriting Agreement, respectively, will be recognized and enforced in the courts of Hong Kong, the PRC and the United States, subject to the uncertainty as disclosed in the section headed “Risk Factors” of each of the Hong Kong Public Offering Documents, the Application Proof, the Pricing Disclosure Package and the Offering Circular.
- 26.2 It is not necessary under the Laws of Hong Kong, the PRC and the United States that any of the International Underwriters or the Hong Kong Underwriters (other than those incorporated or organized under the Laws of Hong Kong, the PRC and the United States as the case may be) should be licensed, qualified or entitled to carry out business in Laws of Hong Kong, the PRC and the United States (A) to enable them to enforce their respective rights under this Agreement, the International Underwriting Agreement or any other document to be furnished hereunder or thereunder; or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

27 Professional Investor

- 27.1 The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean the Warrantor, and “we” or “us” or “our” shall mean the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters.

28 No Other Arrangements Relating to Sale of Offer Shares

- 28.1 There are no contracts, agreements or understandings between the Warrantor or any Subsidiary and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any Subsidiary or any Underwriter for brokerage commissions, finder’s fees or other payments in connection with the offer and sale of the Offer Shares.

- 28.2 Neither the Company nor any Subsidiary has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any H Shares other than this Agreement, the International Underwriting Agreement, the Cornerstone Investment Agreements and the Operative Documents. There are no contracts, agreements or understandings entered into by the Company or the Subsidiaries or any Controlling Shareholder in relation to the appointment of other capital market intermediaries or fee arrangement arising thereof, other than the arrangements already disclosed to the Sole Sponsor, the Joint Global Coordinators and the Overall Coordinators.

29 United States Securities Laws and Related Matters

- 29.1 No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Underwriters, the Overall Coordinators, or the Joint Global Coordinators in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.
- 29.2 None of the Company and its affiliates nor any person acting on behalf of any of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act; or (B) has offered or sold or will offer or sell the Offer Shares by means of (i) any “general solicitation or general advertising” within the meaning of Rule 502(c) under the Securities Act or any other conduct involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) any “directed selling efforts” within the meaning of Rule 902 under the Securities Act and will comply with the applicable offering restriction requirements of Regulation S.
- 29.3 None of the Company and its affiliates nor any person acting on behalf of any of them has sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which is or will be integrated with the sale of the International Offer Shares or the Hong Kong Offer Shares in a manner that would require the registration under the Securities Act of the International Offer Shares or the Hong Kong Offer Shares; the Company will not, and will not permit any of its affiliates or any person acting on its behalf, to sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) which could be integrated with the sale of the International Offer Shares or the Hong Kong Offer Shares in a manner which would require the registration under the Securities Act of the International Offer Shares or Hong Kong Offer Shares.
- 29.4 Within the preceding six months, neither the Company or any of the Subsidiaries, nor any of their affiliates, nor any person acting on its or their behalf has offered, sold, issued or distributed to any person any H Shares or any securities of the same or a similar class as the H Shares other than the Offer Shares offered or sold pursuant to the Global Offering hereunder; the Company will take all necessary precautions to ensure that any offer or sale, direct or indirect, in the United States or otherwise of any H Shares or any substantially similar security issued by the Company, within six months subsequent to the date on which the distribution of the Offer Shares has been completed (as notified to the Company by the Overall Coordinators), is made under restrictions and other circumstances so as not to affect the status of the offer or sale of the Offer Shares in the United States or otherwise contemplated by this Agreement as transactions exempt from the registration provisions of the Securities Act.
- 29.5 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.
- 29.6 There is no “substantial U.S. market interest” within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares.
- 29.7 The Company is not, and does not expect to become, a “passive foreign investment company” (“PFIC”) within the meaning of Section 1297(a) of the U.S. Internal Revenue Code of 1986, as

amended, and the regulations promulgated thereunder for the current taxable year or in the foreseeable future.

30 Directors, Officers and Shareholders

- 30.1 Any certificate signed by any director or officer of the Warrantor (to the extent applicable) and delivered to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Sole Sponsor, Sponsor-Overall Coordinator, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI and Underwriter.
- 30.2 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company, the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators and/or the Joint Global Coordinators, as applicable, and such authority and confirmations remain in full force and effect.
- 30.3 Any subscription or purchase of the Offer Shares by a Director or his/her associates or existing shareholder of the Company, if conducted, has been or will be in accordance with Rules 10.03 and 10.04 of the Listing Rules.
- 30.4 All the interests or short positions of each of the Directors in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the Securities and Futures Ordinance, or which will be required pursuant to section 352 of the Securities and Futures Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the H Shares are listed, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.
- 30.5 The Directors have been duly and validly appointed and are the only directors of the Company.
- 30.6 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules.

31 Cornerstone Investment

- 31.1 Pursuant to the Chapter 4.15 of the Guide, no preferential treatment has been, nor will be, given to any placee or its close associates by virtue of its relationship with the Company in any allocation in the International Offering. There are no direct or indirect benefits by side letter or otherwise, other than a guaranteed allocation of shares at the Offering Price, to the Cornerstone Investors to participate in the International Offering.
- 31.2 (A) The subscription by any subscriber or purchaser of Offer Shares as a cornerstone investor will not result in such cornerstone investor, and to the best of the Warrantors' knowledge, its beneficial owner(s) and/or associate(s) becoming connected persons (as defined in the Listing Rules) of the Company; and (B) such cornerstone investor, and to the best of the Warrantors' knowledge, its beneficial owner(s) and/or associate(s) will, immediately after completion of the relevant Cornerstone Investment Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company.

SCHEDULE 3

CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal Documents

1. Three certified true copies of the written resolutions or meeting minutes of the shareholders of the Company, dated June 5, 2025, in relation to the Global Offering referred to in Appendix VI to the Prospectus.
2. Three certified true copies of the resolutions of the Board, or a duly authorized committee of the Board:
 - (a) approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - (b) approving the Global Offering and any issue of the Offer Shares pursuant thereto;
 - (c) approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;
 - (d) approving and authorizing the issue and the registration of the Prospectus with the Registrar of Companies in Hong Kong; and
 - (e) approving the Verification Notes.
3. Three certified true copies of the Registrar's Agreement duly signed by the parties thereto.
4. Three signed originals of each of the Company's signature pages to the Receiving Bank Agreement.
5. Three certified true copies of the FINI Agreement duly signed by the parties thereto.
6. Three certified true copies of the business registration licence of the Company.
7. Three certified true copies of the Articles of Association which shall become effective upon the Listing Date.
8. Three certified true copies of (i) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; and (ii) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).
9. Three certified true copies of the service agreements or letters of appointment of each of the Directors.
10. Three signed originals or certified true copies of each of the responsibility letters and statements of interests signed by each of the Directors.

11. Three certified true copies of each of the material contracts referred to in the section of the Prospectus headed “Appendix VI – Statutory and General Information – B. Further Information about Our Business – 1. Summary of Material Contracts” (other than this Agreement) duly signed by the parties thereto.
12. Three certified true copies of the undertaking from each of the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
13. Three certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

Documents relating to the Hong Kong Public Offering

14. Three printed copies of each of the Prospectus duly signed by two Directors or their respective duly authorized attorneys (including using digital signatures supported by a digital certificate recognized in Hong Kong, in which case, the electronic copies of the digitally certified Prospectus shall also be provided to the Sole Sponsor, the Overall Coordinators and the Underwriters’ HK & US Counsel) and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney.
15. Three signed originals of the signature pages to Verification Notes for the Prospectus and the Verification Notes for the CSRC Filing Report, each duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorized attorneys).
16. Three signed originals of the accountants’ report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
17. Three signed originals of the letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted consolidated net tangible assets of the Company, the text of which is contained in Appendix IIA to the Prospectus.
18. Three signed originals of the letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company and the Sole Sponsor, in relation to the profit estimate of the Company for the year ended December 31, 2025, the text of which is contained in Appendix IIB to the Prospectus.
19. Three signed originals of the letter(s) from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, and copied to the Sole Sponsor, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter(s) shall, *inter alia*, confirm the indebtedness statement contained in the Prospectus and comment on the statement contained in the Prospectus as to the sufficiency of the Group’s working capital.
20. Three signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, the Sole Sponsor and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
21. Three signed originals of the legal opinion from the Company’s PRC Counsel, dated the Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of (i) the properties owned and leased by the Group in the PRC, and (ii) the establishment, business and legal status of the Group under PRC Laws.

22. Three signed originals of the legal opinion from the Underwriters' PRC Counsel, dated the Prospectus Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of (i) the properties owned and leased by the Group in the PRC, and (ii) the establishment, business and legal status of the Group under PRC Laws.
23. Three signed originals of the legal opinions from Li & Partners, dated the Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of a Hong Kong subsidiary of the Company.
24. Three signed originals of the legal opinions from Lee and Li, Attorneys-at-Law, dated the Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of the Company's operations in Taiwan.
25. Three signed originals of the legal memoranda from Paul Hastings (Hong Kong) LLP, dated the Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in the form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of U.S. outbound investment rules, U.S. export control and sanctions laws.
26. Three copies of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.
27. Three copies of the industry report from the Industry Consultant, dated the Prospectus Date.
28. Three signed originals or certified true copies of the letter from each of the experts referred to in the section headed "5. Qualification and Consent of Experts" of Appendix VI to the Prospectus (except for the Sole Sponsor), dated the Prospectus Date, consenting to the issue of the Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.
29. Three signed originals or certified true copies of each of the certificate given by the relevant translator relating to the translation of the Hong Kong Public Offering Documents and the certificate issued by Orange Financial Printing Limited as to the competency of such translator.
30. Three copies of the written confirmation from the Stock Exchange authorizing the registration of the Prospectus.
31. Three copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.
32. Three copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).
33. Three certified true copies of the Compliance Adviser Agreement.
34. Three signed originals of the profit forecast and working capital forecast memorandum adopted by the Board.

35. Three copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures for the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.

Part B

1. Three signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
2. Three signed originals of the Regulation S comfort letter from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to, among others, the Sole Sponsor, the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
3. Three signed originals of the Regulation S bringdown comfort letter from the Reporting Accountants, dated the Listing Date and addressed to, among others, the Sole Sponsor, the Overall Coordinators and the International Underwriters, in form satisfactory to the Sole Sponsor and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
4. Three signed originals of the bringdown legal opinion from Company's PRC Counsel, dated the Listing Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of (i) the properties owned and leased by the Group in the PRC, and (ii) the establishment, business and legal status of the Group under PRC Laws.
5. Three signed originals of the bringdown legal opinion from Underwriters' PRC Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of (i) the properties owned and leased by the Group in the PRC, and (ii) the establishment, business and legal status of the Group under PRC Laws.
6. Three signed originals of the Hong Kong closing legal opinion from the Company's HK & US Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
7. Three signed originals of the Hong Kong closing legal opinion from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
8. Three signed originals of the US legal opinion and 10b-5 letter from the Company's HK & US Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the International Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
9. Three signed originals of the US legal opinion and 10b-5 letter from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the International Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

10. Three signed originals of the legal opinions from Li & Partners, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of a Hong Kong subsidiary of the Company.
11. Three signed originals of the legal opinions from Lee and Li, Attorneys-at-Law, dated the Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of the Company's operations in Taiwan.
12. Three signed originals of the legal memoranda from Paul Hastings (Hong Kong) LLP, dated the Prospectus Date and address to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in the form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of U.S. outbound investment rules, U.S. export control and sanctions laws.
13. Three signed originals or certified true copies of the Price Determination Agreement duly signed by the parties thereto.
14. Three originals of the certificate signed by an officer who is also an executive Director of the Company, dated the Listing Date, and in the form set forth in Exhibit A to the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
15. Three originals of the certificate signed by the chief financial officer of the Company, dated the Listing Date, and in the form set forth in Exhibit B to the International Underwriting Agreement, covering, *inter alia*, financial, operational and business data contained in each of the Prospectus, the Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants, to be delivered as required under the International Underwriting Agreement.
16. Three originals of the certificate signed by the joint company secretaries of the Company, dated the Listing Date, and in the form set forth in Exhibit C to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
17. Three certified copies of the minutes of a meeting (or written resolutions) of the Board (or a duly authorized committee thereof), approving and/or ratifying (as applicable), among other things, the determination of the Offer Price, the basis of allotment and the allotment and issue of Offer Shares to the allottees.
18. Three copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).
19. Three copies of the letter from the Stock Exchange approving the listing of the H Shares.

SCHEDULE 4

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the White Form eIPO Service at www.eipo.com.hk or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 5
FORMAL NOTICE

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on the following date:

Name of Publication	Dates of Advertisement
Stock Exchange website	February 27, 2026
Company website	February 27, 2026

SCHEDULE 6

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 2.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 2.2 Client agreement
 - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 2.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - (v) disclose transaction related information as required under paragraph 8.3A of the Code;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
 - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.
3. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.
5. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

**PART B – IF YOU ARE A CORPORATE INVESTOR AND WE HAVE COMPLIED WITH
PARAGRAPHS 15.3A AND 15.3B OF THE CODE:**

1. You are a Corporate Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”).

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

- (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
- (ii) a corporation (other than a trust corporation referred to in paragraph (i)):
 - (A) having:
 - (I) a portfolio of not less than HK\$8 million; or
 - (II) total assets of not less than HK\$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
 - (B) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:
 - (I) a trust corporation specified in paragraph (i);
 - (II) an individual specified in Section 5(1) of the Professional Investor Rules;
 - (III) a corporation specified in this paragraph or paragraph (ii)(A);
 - (IV) a partnership specified in paragraph (iii);
 - (V) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or

- (C) which, at the relevant date, wholly owns a corporation referred to in paragraph (ii)(A); and
- (iii) a partnership having:
 - (A) a portfolio of not less than HK\$8 million; or
 - (B) total assets of not less than HK\$40 million,
 at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules.

Section 8 of the Professional Investor Rules requires that the total assets entrusted to a trust corporation, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

- (i) the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;
 - (ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), corporation or partnership.
2. The Overall Coordinators have categorized you as a Corporate Professional Investor based on information you have given to the Overall Coordinators. You will inform the Overall Coordinators as soon as practicable in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets. As a consequence of your categorization as a Corporate Professional Investor and the Overall Coordinators' assessment of you as satisfying the criteria set out in Paragraph 15.3A(b) of the Code, the Overall Coordinators are exempt from certain requirements under Paragraphs 15.4 and 15.5 of the Code.
3. By entering into this Agreement, you hereby consent to being treated as a Corporate Professional Investor, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
- 3.1 Information about clients
 - (iv) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (v) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (vi) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 3.2 Client agreement

- (ii) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

- (vi) disclose related information to you in respect of the transactions contemplated under this Agreement;
- (vii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
- (viii) promptly confirm the essential features of a transaction after effecting a transaction for you;
- (ix) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
- (x) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

- (iii) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
- (iv) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
5. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
6. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules (“**Individual Professional Investor**”). You will inform the Overall Coordinators as soon as practicable in the event any information you have given the Overall Coordinators ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- (i) an individual having a portfolio of not less than \$8 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules, when any one or more of the following are taken into account:
 - (A) a portfolio on the individual’s own account;

- (B) a portfolio on a joint account with the individual's associate;
- (C) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate;
- (D) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

For the purposes of paragraph (i)(C), an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is:

- (A) the individual's share of the portfolio as specified in a written agreement among the account holders; or
- (B) in the absence of an agreement referred to in paragraph (A), an equal share of the portfolio.

Section 8 of the Professional Investor Rules requires the portfolio of an individual to be ascertained by referring to the following:

- (i) any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the individual.

2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - (i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
 - (iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
4. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.
5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall

Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 6.

SCHEDULE 7

FORM OF OFFER SIZE ADJUSTMENT OPTION EXERCISE NOTICE

To:

CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (for itself and on behalf of the Underwriters)

[Date]

Dear Sirs,

- 1.1 Reference is made to the Hong Kong underwriting agreement dated February 25, 2026 (the “**Hong Kong Underwriting Agreement**”) between, inter alia, we, you and the several Hong Kong underwriters set out in Schedule 1 to the Hong Kong Underwriting Agreement (the “**Hong Kong Underwriters**”) in relation to the Hong Kong Public Offering of H Shares (the “**H Shares**”) of the Company.
- 1.2 Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Hong Kong Underwriting Agreement.
- 1.3 We hereby give you notice of the exercise of our right, pursuant to Clause 2.8 of the Hong Kong Underwriting Agreement, to allot and issue an additional [*insert number of Shares*] Offer Size Adjustment Option Shares to be allocated between the Hong Kong Public Offering and the International Offering as provided for under the Hong Kong Underwriting Agreement. In accordance with this notice of exercise, we hereby undertake that we shall allot and issue the Offer Size Adjustment Option Shares free from encumbrance on or before 9:00 a.m. on March 9, 2026 (being the date specified in the Prospectus for the despatch of share certificates).
- 1.4 This letter shall be governed by and construed in accordance with the Laws of Hong Kong.
- 1.5 This letter may be executed in counterparts. Each counterpart shall constitute an original of this letter but shall together constitute a single document.
- 1.6 Please confirm your acceptance of the above by counter-signing this letter.

Very truly yours,

For and on behalf of

MeiG Smart Technology Co., Ltd.

By: _____

Name:

Title:

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by

WANG Ping

)

)

for and on behalf of

)

MeiG Smart Technology Co., Ltd.

)

(美格智能技术股份有限公司)

)

A handwritten signature in black ink, appearing to be 'WANG Ping', written vertically next to the signature lines.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by WANG Meng
for and on behalf of
**CHINA INTERNATIONAL CAPITAL
CORPORATION HONG KONG
SECURITIES LIMITED**

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)
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Witness: 王自立

Name: WANG Zili

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by WANG Meng
for and on behalf of
**CHINA INTERNATIONAL CAPITAL
CORPORATION HONG KONG
SECURITIES LIMITED**
acting for itself and as attorney for and on
behalf of each of the other
HONG KONG UNDERWRITERS

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Witness:

王自立

Name: WANG Zili